

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 3] नई दिल्ली, शनिवार, जनवरी 16, 1971/पौष 26, 1892
 No. 3] NEW DELHI, SATURDAY, JANUARY 16, 1971/PAUSA 26, 1892

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रत्ना संशालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन का छोड़कर)

केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories)

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 26th December 1970

S.O. 244.—In pursuance of clause (a) of sub-section (1) of section 5A of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints, with effect from the 21st December, 1970, the Additional Secretary to the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), as the Chairman of the Central Board of Trustees, Employees' Provident Fund, and makes the following amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2412, dated the 6th July, 1970, namely:—

In the said notification for the entry against serial number 1, the following entry shall be substituted, namely:—

"The Additional Secretary to the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), New Delhi".

[No. 12(5)/69-PF.II.]

श्रम, रोजगार और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 26 दिसम्बर, 1970

का० आ० 244.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 5-क की उपधारा (1) के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा अपर सचिव, भारत सरकार, श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को 21 दिसम्बर, 1970 से केन्द्रीय न्यासी बोर्ड, कर्मचारी भविष्य निधि, का अध्यक्ष नियुक्त करती है और भारत सरकार के श्रम रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 2412 तारीख 6 जुलाई, 1970 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में क्रम संख्या 1 के सामने की प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

‘अपर सचिव, भारत सरकार,
श्रम, रोजगार और पुनर्वास मंत्रालय,
(श्रम और रोजगार विभाग), नई दिल्ली-1’

[संख्या 12(5)/69-पी० एफ०-2]

S.O. 245.—In pursuance of clause (a) of sub-section (1) Section 3A of the Coal Mines Provident Fund and Bonus Schemes, Act 1948 (46 of 1948), read with sub-paragraph (1) of paragraph 9 of the Coal Mines Provident Fund Scheme, the Central Government hereby appoints the Additional Secretary to the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) as the Chairman of the Board of Trustees with effect from the 21st December, 1970 and makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2451, dated the 17th July, 1967, namely:—

In the said notification, for the entry against serial number 1, the following entry shall be substituted, namely:—

“The Additional Secretary to the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), New Delhi. CHAIRMAN”.

[No. 4(5)/67-PF.I.]

का० आ० 245.—कोयला खान भविष्य निधि स्कीम के पैरा 9 के उपपैरा (1) के साथ पठित कोयला खान भविष्य निधि और बोनस स्कीम अधिनियम, 1948 (1948 का 46) की धारा 3-क की उपधारा (1) के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा अपर सचिव, भारत सरकार, श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को 21 दिसम्बर, 1970 से न्यायी-बोर्ड का अध्यक्ष नियुक्त करती है और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 2451, तारीख 17 जुलाई, 1967 में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रम संख्या 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

‘अपर सचिव, भारत सरकार
श्रम, रोजगार और पुनर्वास मंत्रालय
(श्रम और रोजगार विभाग),
नई दिल्ली—अध्यक्ष

[सं० 4(5)/67-पी० एफ० 1]

New Delhi, the 31st December 1970

S.O. 246.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri P. K. Ramachandran Nair to be an Inspector for the whole of the State of Kerala for the purposes of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry.

[No. 21(3)/68-PF-L.]

नई दिल्ली, 31 दिसम्बर, 1970

का० प्रा० 246:—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री पी० के० रामचन्द्रन नायर को उक्त अधिनियम और उसके अधीन विरचित किसी स्कीम के प्रयोजनों के लिये केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के संबंध में, या किसी रेल कम्पनी, महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से संबंधित किसी स्थापना के संबंध में सम्पूर्ण केरल राज्य के लिए निरीक्षक नियुक्त करती है।

[सं० 21 (3)/68-पी एफ०-1]

S.O. 247.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri A. C. Chakraborty to be an Inspector for the whole of the State of Bihar for the purpose of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government and in relation to any establishment connected with a railway company, a mine or an oilfield or a controlled industry.

[No. 20(11)/68-PF. I.]

का० प्रा० 247:—कर्मचारी भविष्य निधि अधिनियम 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री एस० सी० चक्रवर्ती को उक्त अधिनियम और उसके अधीन विरचित किसी स्कीम के प्रयोजनों के लिये केन्द्रीय सरकार या उसके नियंत्रणाधीन किसी स्थापन के संबंध में और किसी तेल कम्पनी, खान या तेल क्षेत्र या नियंत्रित उद्योग से सम्बन्धित किसी स्थापन के संबंध में सम्पूर्ण बिहार राज्य के लिये निरीक्षक नियुक्त करती है।

[संख्या 20(11)/68-पी० एफ०-1]

S.O. 248.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Kumari R. M. Moorjani to be an Inspector for the whole of the State of Maharashtra for the purposes of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry.

[No. 21(8)/69-PF. I.]

का० प्रा० 248:—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा कुमारी आर० एम० मूरजानी को उक्त अधिनियम और उसके अधीन विरचित किसी स्कीम के प्रयोजनों के लिये केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापना के संबंध में या किसी रेल कम्पनी, महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से सम्बन्धित किसी स्थापन के संबंध में सम्पूर्ण महाराष्ट्र राज्य के लिये निरीक्षक नियुक्त करती है।

[सं० 21(8)/69-पी० एफ०-1]

S.O. 249.—In pursuance of clause (e) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints Shri M. C. Narasimhan as a member of the Regional Committee for the State of Mysore and makes the following amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2071, dated the 23rd May, 1970, namely:—

In the said notification, after serial number 9, the following shall be added, namely:—

"10. Shri M. C. Narasimhan, President, Karanatak Provincial Committee of All India Trade Union Congress, No. 2 Mill Corner, Sampige Road, Bangalore-3."

[No. 12(4)69-PF.II.]

का० आ० 249:—कर्मचारी भविष्य निधि स्कीम, 1952 के परा 4 के उपपैरा (1) के खण्ड (ड) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री एम० सी० नरसिम्हन को मैसूर राज्य के लिए प्रादेशिक समिति का सदस्य नियुक्त करती है और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 2071 तारीख 23 मई, 1970 निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रम संख्या 9 के पश्चात्, निम्नलिखित जोड़ा जाएगा, अर्थात् :—

"10. श्री एम० सी० नरसिम्हन, अध्यक्ष, कर्नाटक प्रवेशियल कमेटी ग्राफ आल इंडिय ट्रेड यूनियन कांग्रेस, संख्या 2 मिल कॉर्नर, सेम्पिज रोड, बंगलोर-3"

[संख्या 12(4)/9-पी० एफ० 02]

S.O. 250.—In exercise of the powers conferred by section 14 of the Maternity Benefit Act, 1961 (53 of 1961), the Central Government hereby appoints Shri N. P. B. Nair, Deputy Coal Mines Welfare Commissioner, as an Inspector for the purposes of the said Act in respect of all the Coal Mines in India, in place of Shri A. P. Connolly who has since retired and makes the following amendments in the notification of the Government of India, in the late Ministry of Labour and Employment No. S.O. 1422, dated the 12th April, 1967, namely:—

In the said notification, against Serial No. 1 for the entry, the following entry shall be substituted, namely:—

"Shri N. P. B. Nair, Deputy Coal Mines Welfare Commissioner"

[No. F.905(2)/70-HI.]

का० आ० 250:—प्रसूति प्रसुविधा अधिनियम, 1961 (1961 का 53) की धारा 14 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री एन० पी० बी० नायर, उप कोयला खान कल्याण आयुक्त को उक्त अधिनियम के प्रयोजनों के लिए भारत के सभी कोयला खानों की बाबत श्री ए० पी० कोन्नाली, जो सेवा निवृत्त हो गए हैं, के स्थान पर निरीक्षक नियुक्त करती है और भारत सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना सं० का० आ० 1422, तारीख 12 अप्रैल, 1967 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में क्रम संख्या 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

श्री एन० पी० बी० नायर, उप कोयला खान कल्याण आयुक्त"

[सं० फा० 905(2)/70-एच० आई०]

New Delhi, the 6th January 1971

S.O. 251.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri J. H. Gallani to be an Inspector for the whole of the State of Gujarat for the purposes of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of

the Central Government, or in relation to any establishment connected with a railway company, a major port, a mine or an oil field or a controlled industry.

[No. A-12015(1)/70-PF.I.]

नई दिल्ली, 6 जनवरी, 1971

का० आ० 251.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री जे० ए० च० गल्लातो को उक्त अधिनियम और उसके अधीन विरचित किसी स्कोम के प्रयोजनों के लिए केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के सम्बन्ध में या किसी रेल कम्पनी, महापत्तन, खान या तेल क्षेत्र या नियंत्रित उद्योग से सम्बन्धित किसी स्थापन के सम्बन्ध में सम्पूर्ण गुजरात राज्य के लिए निरोधक नियुक्त करती है।

[संख्या ए० 120/5(1)/70-पी०एफ०-1]

S.O. 252.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January 1970, the establishment, known as The Chittoor District Co-operative Printing Press Limited, Gandhi Road, Chittoor, for the purposes of the said proviso.

[No. 8/65/70/PF-II(ii).]

का० आ० 252.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक करने के पश्चात् एतद्वारा दो चित्तूर डिस्ट्रिक्ट को-ऑपरेटिव प्रिंटिंग प्रेस लिमिटेड, गांधी रोड, चित्तूर नामक स्थापन को प्रथम जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या 8/65/70-पी०एफ० 2(ii)]

New Delhi, the 7th January 1971

S.O. 253.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 682 dated the 11th February, 1970 the Central Government having regard to the location of the Government Regional Press, Salem in an area in which the provisions of Chapters IV and V of the said Act, are in force, hereby exempts the said press from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 30th November, 1970 upto and inclusive of the 29th November, 1971.

[No. F. 601(60)/70-HI.]

नई दिल्ली, 7 जनवरी, 1971

का० आ० 253.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 ब द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग की) अधिसूचना संख्या का० आ० 682, तारीख 11 फरवरी, 1970 के क्रम में केन्द्रीय सरकार सरकारी प्रादेशिक मुद्रणालय, सलेम की ऐसे क्षेत्र में, जिस में उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त मुद्रणालय को उक्त अधिनियम के अध्याय 5-क के अधीन उदग्रहणीय नियोजक के विशेष अभिवाय के संदाय से 30 नवम्बर, 1970 से 29 नवम्बर, 1971 तक जिसमें बहूदिन भी सम्मिलित हैं, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[स० फा० 601(60)/70-एच० आई०]

S.O. 254.—Whereas the Central Government was satisfied that Messrs. Dumaraon Industries Limited, was situated in Dumaraon area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Shahabad in the State of Bihar.

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the notification of the Government of India in the late Ministry of Labour and Employment, No. S.O. 134, dated the 5th January, 1962;

And, whereas the Central Government is satisfied that the insurable population of the Dumaraon area in the district of Shahabad in the State of Bihar has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the said notification, namely:—

In the Schedule the said notification, against item No. 11, the entry "Dumaraon" in column 3 and the corresponding entry in 4 shall be omitted.

[No. F. 603(4)/70-HI.]

का० प्रा० 254.—यतः केन्द्रीय सरकार का यह समाधान हो गया था कि मिसर्स डुमराओ इन्डस्ट्रीज लिमिटेड डुमराओ क्षेत्र में, स्थित था जो बिहार राज्य के शहाबाद जिले में बिखरी हुई आबादी का क्षेत्र (अर्थात् ऐसा क्षेत्र जिसकी बीमा योग्य आबादी 500 से कम थी) था ; ।

और, यतः उसकी बिखरी हुई आबादी के क्षेत्र में अवस्थिति के आधार पर केन्द्रीय सरकार ने उपर्युक्त कारखाने को, भारत सरकार के भूतपूर्व श्रम और रोजगार मंत्रालय की अधिसूचना सं० का० प्रा० 134 तारीख 5 जनवरी, 1962 द्वारा कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 च के अधीन नियोजक के विशेष अभिदाय के संदाय से तब तक के लिए छूट दे दी थी जब तक कि उस अधिनियम के अध्याय 5 के उपबन्ध उस क्षेत्र में प्रवर्तित नहीं हो जाते ।

और, यतः केन्द्रीय सरकार का यह समाधान हो गया है कि बिहार राज्य के शहाबाद जिले में डुमराओ क्षेत्र की बीमा योग्य आबादी अब 500 से बढ़ गई है, और अब वह बिखरी हुई आबादी का क्षेत्र है नहीं है ;

अतः, अब कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-घ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिसूचना में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की अनुसूची में, मद संख्या 11 के सामने, स्तम्भ 3 में, "डुमराओ" प्रविष्टि का और 4 में तत्स्थानी प्रविष्टि का लोप कर दिया जाएगा ।

[संख्या फा० 603(4)/70-एच०आई०]

S.O. 255.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 801, dated the 16th February, 1970 the Central Government having regard to the location of the Cholera Vaccine Laboratory of the Public Health Institute, Patna in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st December, 1970 upto and inclusive of the 30th November, 1971.

[No. F. 601(62)/70-HI.]

का० आ० 255.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 801, तारीख 16 फरवरी, 1970 के क्रम में केन्द्रीय सरकार लोक स्वास्थ्य संस्थान, पटना की हजा टीका प्रयोगशाला की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 1 दिसम्बर, 1970 से 30 नवम्बर 1971 तक जिसमें वह दिन भी सम्मिलित हैं, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 601(62)/70-एच०आई०]

S.O. 256.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 798, dated the 13th February, 1970 the Central Government having regard to the location of the Messrs. Central Asphalt Plant, Egmore, Madras belonging to the Corporation of Madras in an area in which the provisions of Chapters IV and V of the said Act are in force hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 20th November, 1970 upto and inclusive of the 19th November, 1971.

[No. F. 601(63)/70-HI.]

का० आ० 256.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 798 तारीख 13 फरवरी, 1970 के क्रम में केन्द्रीय सरकार मद्रास निगम को मैसर्स सैन्ट्रल अस्फाल्ट प्लांट एंगमोर मद्रास की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 20 नवम्बर, 1970 से 19 नवम्बर, 1971 तक जिसमें वह दिन भी सम्मिलित हैं, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 601 (63) / 70-एच०आई०]

S.O. 257.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 800, dated the 16th February, 1970 the Central Government having regard to the location of the Central Jail Press, Nagpur in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said press from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 7th November, 1970 upto and inclusive of the 6th November, 1971.

[No. F. 601(5)/70-HI.]

का० आ० 257.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 800 तारीख 16 फरवरी, 1970 के क्रम में केन्द्रीय सरकार केन्द्रीय जेल मुद्रणालय, नागपुर की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते

हुए उक्त मुद्रणालय को उक्त अधिनियम के अध्याय 5-क के अधीन उदग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 7 नवम्बर, 1970 से 6 नवम्बर, 1971 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष को कालावधि के लिए एतद्वारा छूट देती है ।

[सं० फा० 601(5)/70-एच० आई०]

S.O. 258.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 702, dated the 13th February, 1970 the Central Government having regard to the location of the Telugu Press and Secretariat Press, Hyderabad in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said Presses from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the date of expiry of the period specified in the said notification.

[No. F. 601(57)/70-HI.]

फा० आ० 258.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 ब द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को अधिसूचना सं० फा० आ० 702, तारीख 13 फरवरी 1970 के क्रम में केन्द्रीय सरकार तेलुगु मुद्रणालय और सचिवालय मुद्रणालय, हैदराबाद की ऐसे क्षेत्र में, जिस में उक्त अधिनियम के अध्याय 4 और 5 के उपबंध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त मुद्रणालयों को उक्त अधिनियम के अध्याय 5-क के अधीन उदग्रहणीय नियोजक के विशेष अभिदाय के संदाय से उक्त अधिसूचना में विनिर्दिष्ट कालावधि के प्रवसान को तारीख से एक और वर्ष को कालावधि के लिए एतद्वारा द्वारा छूट देती है ।

[सं० फा० 601(57)/70-एच० आई०]

S.O. 259.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3102, dated the 22nd July, 1969, the Central Government having regard to the location of the Factory, namely, Government Press, Rajkot and the Government Photo Litho Press, Ahmedabad, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st July, 1970 upto and inclusive of the 30th June, 1971.

[No. F. 601(20)/70-HI.]

फा० आ० 259.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 ब द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को अधिसूचना सं० फा० आ० 3102, तारीख 22 जुलाई, 1969 के क्रम में केन्द्रीय सरकार कारखाने, अर्थात् सरकारी मुद्रणालय, राजकोट और सरकारी फोटो लिथो मुद्रणालय, अहमदाबाद की ऐसे क्षेत्र में, जिस में उक्त अधिनियम के अध्याय 4 और 5 के उपबंध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उदग्रहणीय नियोजक के विशेष अभिदाय के संदाय से प्रथम जुलाई, 1970 से 30 जून, 1971 तक जिस में वह दिन भी सम्मिलित है, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है ।

[सं० फा० 601(20)/70-एच० आई०]

S.O. 260.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3273, dated the 5th August, 1969, the Central Government having regard to the location of the factory, namely the Haffkine Institute Farm, Pimpri, (near Poona) in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 2nd July, 1970, upto and inclusive of the 1st July, 1971.

[No. F. 601(26)/70-HI.]

का० आ० 260.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का योग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 3273, तारीख 5 अगस्त, 1969 के क्रम में केन्द्रीय सरकार कारखाने को, अर्थात् हाफकिन इंस्टीट्यूट फार्म, पिम्परी (पूना के निकट) को ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 2 जुलाई, 1970 से प्रथम जुलाई, 1971 तक जिसमें वह दिन भी सम्मिलित हैं, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है ।

[सं० फा० 601(26)/70-एच० आई०]

S.O. 261.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4993, dated the 6th December, 1969, the Central Government having regard to the location of the Government Photo Registry, Poona, in an area in which the provisions of Chapters IV and V of the Act are in force, hereby exempts the said Government Photo Registry from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 11th August, 1970, upto and inclusive of the 10th August, 1971.

[No. F. 601(38)/70-HI.]

का० आ० 261.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 4993 तारीख 6 दिसम्बर, 1969 के क्रम में केन्द्रीय सरकार सरकारी फोटो रजिस्ट्री पूना की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त सरकारी फोटो रजिस्ट्री को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 11 अगस्त, 1970 से 10 अगस्त, 1971 तक जिसमें वह दिन भी सम्मिलित हैं, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है ।

[सं० फा० 601(38)/70-एच० आई०]

S.O. 262.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the 220 K. V. Sub-Station, Sahupuri, belonging to the Uttar Pradesh Electricity Board, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said Sub-Station from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the 1st August, 1970 upto and inclusive of the 31st July, 1971.

[No. F. 602(28)/70-HI.]

का० प्रा० 262.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उत्तर प्रदेश विद्युत् बोर्ड के 220 कि० वा० सबस्टेशन साहुपुरी की ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त सबस्टेशन को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय के प्रथम अगस्त, 1970 से 31 जुलाई, 1971 तक जिसमें वह दिन भी सम्मिलित है, एक वर्ष की कालावधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० 602(28)/70-एच० आई०]

S.O. 263.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 681, dated the 11th February, 1970 the Central Government having regard to the location of the Automobile Workshop belonging to the Municipal Corporation of Delhi at Jhandewalan, Delhi in an area in which the provisions of Chapters IV and V of the Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 28th October, 1970 upto and inclusive of the 27th October, 1971.

[No. F. 601(50)/70-HI.]

का० प्रा० 263.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० प्रा० 681 तारीख 11 फरवरी, 1970 के क्रम में केन्द्रीय सरकार दिल्ली नगर निगम की झण्डेवालान, दिल्ली स्थित आटोमोबाइल कर्मशाला की ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 28 अक्टूबर, 1970 से 27 अक्टूबर, 1971 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की कालावधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० 601 (50) / 70-एच० आई०]

S.O. 264.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the Government Ice and Cold Storage Plant, Mangalore, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said plant from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the 29th October, 1970 upto and inclusive of the 28th October, 1971.

[No. F. 602(43)/70-HI.]

का० प्रा० 264.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार गवर्नमेंट आइस एण्ड कोलड स्टोरेज प्लांट, मंगलोर की ऐसे क्षेत्र में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त प्लांट को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 29 अक्टूबर, 1970 से 28 अक्टूबर, 1971 तक जिसमें वह दिन भी सम्मिलित है, एक वर्ष की कालावधि के लिए एतद्द्वारा छूट देती है।

[सं० फा० 602(43)/70-एच० आई०]

S.O. 265.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4485, dated the 30th October, 1969, the Central Government having regard to the location of the establishments, namely, Yervada Prison Press, Poona, and the Government Photozinc Press, Poona, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said establishments from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st October, 1970 upto and inclusive of the 30th September, 1971.

[No. F. 601(44)/70-HI.]

का० आ० 265.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 4485 तारीख 30 अक्टूबर, 1969 के क्रम में केन्द्रीय सरकार यवदा कारागार मुद्रणालय, पूना तथा सरकारी फोटोजिंको मुद्रणालय, पूना नामक स्थापनों की ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त स्थानों को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय, नियोजक के विशेष अभिदाय के संदाय से 1 अक्टूबर, 1970 से 30 सितम्बर, 1971 तक जिसमें वह दिन भी सम्मिलित ह, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 601 (44)/70-एच० आई०]

S.O. 266.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4612, dated the 1st November, 1969, the Central Government having regard to the location of the Mechanical and Electrical Workshop, Sabarmati, Ahmedabad and the Auto Workshop, Sabarmati, Ahmedabad belonging to Oil and Natural Gas Commission in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said workshops from the payment of the employer's special contribution leviable under the Chapter VA of the said Act for a further period of one year with effect from the 15th October, 1970 upto and inclusive of the 14th October, 1971.

[No. F. 601(49)/70-HI.]

का० आ० 266.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 4612 तारीख प्रथम नवम्बर, 1969 के क्रम में केन्द्रीय सरकार तेल और प्राकृतिक गैस आयोग की यांत्रिक और विद्युत् कर्मशाला, साबरमती, अहमदाबाद और आटो कर्मशाला, साबरमती, अहमदाबाद की ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कर्मशालाओं को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 15 अक्टूबर, 1970 से 14 अक्टूबर, 1971 तक जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 601(49)/70-एच० आई०]

S.O. 267.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1972, dated the 16th July, 1969, the Central Government, having regard to the location of the factory, namely,

Central Jail Factory, Vellore, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 24th June, 1970 upto and inclusive of the 23rd June, 1971.

[No. F. 601(18)/70-HI.]

का० आ० 267.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 1972 तारीख 16 जुलाई, 1969 के क्रम में केन्द्रीय सरकार कारखाने अर्थात् सेन्ट्रल जेल फैक्टरी, वेल्लोर, की ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबंध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संशय से 24 जून, 1970 से 23 जून, 1971 तक जिसमें वह दिन भी सम्मिलित हैं, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 601(18)/70-एच० आई०]

S.O. 268.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1163, dated the 20th March, 1970, the Central Government having regard to the location of the factories, namely, (1) Auto Workshop and (2) Mechanical Workshop, Oil and Natural Gas Commission, Nowgam Project, Kansari Road, Via Anand District Kaira (Gujarat) in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factories from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 3rd June, 1970 upto and inclusive of the 2nd June, 1971.

[No. F. 601(3)/70-HI.]

DALJIT SINGH, Under Secy.

का० आ० 268.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 1163 तारीख 20 मार्च, 1970 के क्रम में केन्द्रीय सरकार कारखानों अर्थात् (1) आटो वर्कशाप और (2) मैकेनिकल वर्कशाप तेल और प्राकृतिक गैस आयोग नौगाम प्रायोजना, कन्सारी रोड, आनन्द से होकर जिला कैरा (गुजरात) की ऐसे क्षेत्र में जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबंध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखानों को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संशय से 3 जून, 1970 से 2 जून, 1971 तक जिसमें वह दिन भी सम्मिलित हैं, एक और वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 601(3)/70-एच० आई०]

दलजीत सिंह, अवर सचिव।

(Department of Labour and Employment)

New Delhi, the 6th January 1971

S.O. 269.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Religara Colliery, Post Office Religara, District Hazaribagh, and their workmen, which was received by the Central Government on the 22nd December, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) DHANBAD

REFERENCE No. 51 of 1969

PRESENT:

Shri Sachidanand Sinha, M.A., M.L., Presiding Officer.

PARTIES:

Employers in relation to the Religara Colliery

Vs

Their workmen.

APPEARANCES:

1. On behalf of M/s. East Religara Coal Co.—1. Sri B. P. Dabral, Chief Personnel Officer.
2. On behalf of M/s. Karanpura Mining Syndicate—1. Sri S. B. Sanyal, Legal Advisor, Industrial Employers Organisation, Bihar, and 2. Sri K. N. Sinha, Personnel Officer.
3. On behalf of the Colliery Mazdoor Sangh—1. Sri S. N. Mishra, Advocate. 2. Sri D. Pandey, Secretary, Colliery Mazdoor Sangh.
4. On behalf of Religara Coal Mazdoor Seva Sangh—1. Sri P. S. Dayal, Advocate, and 2. Sri B. C. Sharma, General Secretary.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 2nd of December, 1970

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Religara Colliery, Post Office Religara, District Hazaribagh and their workmen, by its order No. 2/122/69-LRII, dated the 11th of August, 1969 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the matter specified in the Schedule annexed thereto. The Schedule is extracted below

SCHEDULE

- "1. To what relief, if any, 64 workmen (in different categories) who were appointed at Religara Colliery, Post Office Religara during the period of Managing Contractorship of Messrs East Religara Coal Company (Private) Limited and not removed before 1st July, 1968 on determination of Managing Contractorship and retained/working with Messrs Bird and Company (Private) Limited, Karanpura Mining Syndicate, Post Office Sirka, with effect from 1st July, 1968 are entitled to?
- 2 In particular, and without prejudice to the above, are they entitled to continuity of service from Messrs Karanpura Mining Syndicate or to terminal benefits/retrenchment compensation and notice pay from Messrs East Religara Coal Company (Private) Limited?"

The management of the East Religara Coal Co. (P) Ltd. filed written statement on 26th September 1969. In their written statement they have taken certain preliminary objections namely, that the order of reference does not mention the names of the 64 workmen and as such is vague and secondly it has been stated that in view of the termination of the Managing contract of M/s. the East Religara Coal Co. (P) Ltd. with effect from 1st July 1968, there remained no further business of the managing contractor of the colliery and as such the present reference against M/s. the East Religara Coal Co. (P) Ltd. is incompetent in law.

3. On facts the case of the management is that the East Religara Coal Co. (P) Ltd. took the Managing Contract of the Religara Colliery from M/s. Karanpura Mining Syndicate with effect from 13th October 1956. Agreement covering the arrangement by and between the parties was signed on 7th October, 1957. The managing contract of M/s. East Religara Coal Co. (P) Ltd. in respect of the Religara Colliery was terminated and the entire management of the colliery was taken over by M/s. Karanpura Mining Syndicate with effect from 1st July, 1968.

4. Prior to the taking over the colliery M/s. Karanpura Mining Syndicate directed M/s. East Religara Coal Co. (P) Ltd. to make arrangement for the removal of all the workmen appointed by them during the period of their managing contract except 64 workmen in different categories.

5. In pursuance of the above direction of M/s. Karanpura Mining Syndicate, the Managing Contractors terminated the services of all the other workmen appointed by them during their period except 63 workmen in different categories who were directed to be retained by M/s. Karanpura Mining Syndicate. According to the management of M/s. East Religara Coal Co. (P) Ltd. one workman out of 64 workmen in different categories has since died.

6. It was further stated that one person out of the above 63 workmen, viz. Shri S. Bose, whose services were retained by the Syndicate after the termination of the managing contract was employed in a supervisory capacity and was drawing remuneration of more than Rs. 500 per month and as such he is not a workman as contemplated under the Industrial Disputes Act.

7. The 63 workmen including the above-mentioned Electrical Supervisor were taken over by M/s. Karanpura Mining Syndicate with effect from 1st July 1968 and they are working continuously in the colliery under them. Their services were not interrupted by this transfer and the terms and conditions of services applicable to them after such transfer are in no way less favourable than those applicable to them immediately before the transfer.

8. As per agreement between the Syndicate and the Managing Contractor, it was stipulated that "Retrenchment compensation shall be payable to a worker or an employee whenever it occurs by both of us in the proportion which the services under each of us, bears to the total service."

9. As per the above term M/s. Karanpura Mining Syndicate had undertaken the liability to pay retrenchment compensation to the workmen in the event of their retrenchment on the basis that their services had been continuous and the amount of retrenchment compensation was only to be apportioned between the Managing Contractors and Karanpura Mining Syndicate as per their arrangement envisaged by the Managing Contract Agreement.

10. The contingency viz. the retrenchment of any of the above 63 workmen has not yet occurred which may call for any relief from the Managing Contractors. M/s. Karanpura Mining Syndicate have retained the services of the 63 workmen from 1st July, 1968 without any break. The 64 workmen/employees in different categories are not entitled to any relief from the East Religara Coal Co. (P) Ltd., the Managing Contractor of Religara Colliery.

11. As per the agreement of the managing contractorship on the happening of the contingency viz. retrenchment, M/s. East Religara Coal Co. (P) Ltd. will be liable to re-imburse to the Karanpura Mining Syndicate, the retrenchment compensation in proportion to the length of service with the Managing Contractors. Therefore, the workmen under reference are not entitled to the relief of terminal benefits/retrenchment compensation and/or notice pay from M/s. East Religara Coal Company (Private) Ltd. or any relief at all.

12. The Karanpura Mining Syndicate filed written statement on 13th October 1969. Their case is that the colliery in question was under the managing contract of the East Religara Coal Co. (P) Ltd. in pursuance of an agreement dated the 7th October, 1957.

13. On 28th December 1967, a notice of determination of the managing contract was given by the said company in terms of the aforesaid agreement six months before the actual determination of the agreement i.e. 1st July, 1968.

14. The 64 workmen concerned in this dispute were appointed by the said East Religara Coal Co. (P) Ltd. during the tenure of their managing contract. On receipt of the notice dated 28th December 1967 the Chief Mining Engineer of the Karanpura Mining Syndicate issued a letter dated 28th May, 1968 to East

Religara Coal Co. (P) Ltd. to the effect that all workmen appointed by the said company during the period of a managing contract of the colliery in question before the 1st July, 1968 should be removed and they further indicated that the 64 workmen in various categories who were senior most in their respective categories should be retained and the Karanpura Mining Syndicate would give them formal appointments under them when the managing contract terminates on 1st July, 1968.

15. Under the agreement of the managing contract it was expressly stated that the workmen appointed by the Managing Contractor should be, for all intents and purposes, the employees of the said company. By exchange of letters and notices dated 12th May 1958 and 5th June 1958 it was further clarified that only the former employees of the Karanpura Mining Syndicate shall have no interruption in their services and on the termination of the contract they would revert back as employees of the Karanpura Mining Syndicate.

16. The previous employees of the Karanpura Mining Syndicate shall be entitled to the continuity of service on termination of the managing contract and no other workman whatsoever shall be entitled to the said benefit.

17. Therefore, the dispute, if any, is between the concerned workmen and their employer East Religara Coal Co. (P) Ltd., of which the concerned workmen were the employees. The claim and liability being of a period prior to determination of the managing contract, the dispute, if any, is between the East Religara Coal Co. (P) Ltd. and their workmen.

18. The grievances of the 64 workmen, if any, can only be met by the management of East Religara Coal Co. (P) Ltd. and any loss that is likely to be suffered by them by virtue of break in their services consequent upon their fresh appointments should be met by the East Religara Coal Co. (P) Ltd. of which they were the employees.

19. In the conciliation proceeding of 26th June 1968 the management of East Religara Coal Co. (P) Ltd. agreed that if any eventuality arises in regard to payment of compensation to the 64 workmen appointed by the Karanpura Mining Syndicate the obligation to fulfil the said demand would be theirs.

20. The Karanpura Mining Syndicate is not at all responsible to meet any demand and liability of the managing contractor's workmen and it was in good gesture that they offered appointments of 64 workmen in different categories as the services in those categories were required for mining operation.

21. The Union has no claim whatsoever against the Karanpura Mining Syndicate and that the claim of the workmen concerned is untenable in law on the facts and in the circumstances of the case.

22. The colliery Mazdoor Sangh filed written statement on behalf of the workmen on 27th October 1969. Their case is that the Union had espoused the cause of the concerned workmen and had raised the industrial dispute before the appropriate authority.

23. According to them the Religara Colliery is owned by M/s. Karanpura Mining Syndicate. The East Religara Coal Co. (P) Ltd. took over the management of Religara Colliery in the year 1956 and since then this colliery was started by them being a Managing Contractor of M/s. Karanpura Mining Syndicate.

24. The concerned 64 workmen were employed by the East Religara Coal Co. (P) Ltd. and were made permanent by them since back. The managing contractor as named above has served notices to a number of workmen including above referred 64 workmen containing that their Managing Contract will be in force only upto 30th June 1968 and it will terminate from 1st July 1968 and that the owner of the colliery has expressed their desire for removal of the services of all the workmen appointed by them except 64 workmen whose services will be retained by Karanpura Mining Syndicate.

25. On termination of the contract of East Religara Coal Co. with the Owners (K.M.S.) the Managing Contractors as noted above retrenched all the workmen excepting those of 64. In the above circumstances the position as it stood upon was evidently a case of change of management and hence it was in fact a transfer of undertaking on the termination of the Managing Contractorship.

26. The 64 workmen appointed by East Religara Coal Co. (P) Ltd. have been asked to work as fresh hands under the management of M/s Karanpura Mining Syndicate by issuing new appointment letters to them and no continuity of service

has been maintained in their case even though their services remain continuous and uninterrupted, and that the management has taken an unilateral step to treat these old workers as fresh/new hands.

27. When the matter of retrenchment was taken up in conciliation the management of East Religara Coal Co. had agreed on 26th June, 1968 in a file settlement to pay full compensation under Section 25F of I.D. Act 1947 to the above workmen in case the succeeding management (K.M.S.) does not take them with the continuity of service.

28. Therefore, their demand is that the concerned workmen should be treated as on continuous service with continuity of service or they should be paid full compensation under section 25FF of the Industrial Disputes Act, 1947.

29. The General Secretary, Religara Coal Mazdoor Sewa Sangh filed written statement on 1st November, 1969. Their case is that the present industrial dispute was raised by this Union before the Assistant Labour Commissioner (C) Dhanbad and that M/s Bird and Co. Ltd. Karanpura Mining Syndicate is the owner of the Religara Colliery.

30. The management of the colliery was handed over to the East Religara Coal Co. (P) Ltd. on and from 14th October, 1956 by M/s. Bird & Co. Ltd., representing M/s. Karanpura Mining Syndicate, the owner of Religara Colliery.

31. During this period the managing contractor appointed these 64 concerned workmen in various jobs of the colliery in the permanent roles. The owners M/s. Bird and Co. Ltd., Karanpura Mining Syndicate took the personal management of the colliery with effect from 1st July, 1968.

32. At the time of the taking over by the Karanpura Mining Syndicate the Managing Contractor M/s. East Religara Coal Co. (P) Ltd., retrenched some of the workmen who were said to have been appointed by them but refrained from doing so in respect to these affected 64 workmen. The persons so retrenched got their retrenchment compensation as provided under the Industrial Disputes Act, 1947 and the persons who were not so retrenched continued to serve as usual in their former posts and jobs without any detriment to their wages.

33. But the management of the Karanpura Mining Syndicate issued them new appointment letters as if they are fresh recruits and appointed from 1st July, 1968. As a matter of fact, these workmen are carrying on with their jobs from the date of their appointment till today without any break in the same colliery and under the same owner M/s. Bird and Co. Ltd. representing Karanpura Mining Syndicate.

34. By virtue of their appointments in this colliery although by the constituted Attorney, they have become workmen of this colliery and are doing the same type of jobs on the same wages and with other service conditions remaining the same as such their services cannot be said to be new appointments with effect from 1st July, 1968.

35. The stand of the Karanpura Mining Syndicate cannot be supported because these 64 workmen were not retrenched and the retrenchment compensation was not paid to them and therefore, the action of the Karanpura Mining Syndicate in treating these 64 workmen as newly appointed from 1st July, 1968 is entirely mala fide, illegal and unjustified.

36. Since there is no break in the service and service condition, they cannot be said to be newly appointed with effect from 1st July, 1968. These 64 concerned workmen are entitled to have the continuity of service from their respective date of appointment, or these concerned workmen should be paid retrenchment compensation for the period of their service upto 30th June, 1968.

37. M/s. East Religara Coal Co. (P) Ltd. examined one witness viz. Sri L. S. Ghate and also exhibited 3 items of documents which are marked as Ext. ER-1 to ER-3. One witness was examined on behalf of the Karanpura Mining Syndicate viz. Sri K. N. Sinha, MW-2 and 7 items of documents were also exhibited on their behalf and they are marked Ext. KM-1 to KM-7.

38. On behalf of the workmen 3 witnesses were examined viz. WW-1 Md. Jahid, who is a fitter helper in the Religara Colliery and is one of the 64 workmen. WW-2 is Sri Damodar Pandey, the Organising Secretary of Colliery Mazdoor Sangh. WW-3 is Sri S. R. Raikar who is also one of the 64 concerned workmen. On behalf of the Colliery Mazdoor Sangh 2 items of documents were exhibited and are marked Ext. CM-1 to CM-2. On behalf of workmen Sri S. R. Raikar 13 items of documents were exhibited and are marked as Ext. SR-1 to SR-13.

39. In this case there are certain admitted facts. The Religara Colliery is owned by M/s. Karanpura Mining Syndicate. The East Religara Coal Co. (P) Ltd. took the managing contractorship of Religara Colliery from M/s. Karanpura Mining Syndicate and the agreement covering the arrangement between the parties was signed on 7th October, 1967. The managing contract of M/s. East Religara Coal Co. (P) Ltd. in respect of the Religara Colliery was terminated and the entire management of the colliery was taken over by the Karanpura Mining Syndicate with effect from 1st July, 1968. The agreement between the Managing Contractor M/s. East Religara Coal Co. (P) Ltd. and the Karanpura Mining Syndicate was that the workers who were to be appointed by the East Religara Coal Co. (P) Ltd. during the period of their Managing Contractorship, will be their workers,

40. The concerned 64 workmen were employed by the East Religara Coal Co. (P) Ltd. during the period of Managing Contractorship. There were also some workers who were in employment previously with the Karanpura Mining Syndicate and therefore, at the time of termination of managing contractorship of East Religara Coal Co. (P) Ltd. there were 3 sets of workers viz. the workers who were in employment previously with the K.M.S. those workers who were appointed by the East Religara Coal Co. (P) Ltd. and in the 3rd sets of workers were the concerned 64 workmen, who were also appointed by the East Religara Coal Co. (P) Ltd. but their services were retained by the K.M.S.

41. MW-1 Sri L. S. Ghate has stated in his evidence in this connection as follows:—

"There were three categories of workers. In the 1st category there were about 680 workers who were in employment previously with the K.M.S. and they were retained in service by the K.M.S. In the 2nd category there were 178 workers whose services were terminated and who got retrenchment terminal benefits. In the 3rd type of category there were 64 workmen whose services was retained by K.M.S. These 178 workers plus 64 workers were employed when the E.R.C.C. came into existence. They were not in employment previously with the K.M.S. These 64 concerned workmen were retained by the K.M.S. and their services were handed over to K.M.S. by E.R.C.C."

42. The East Religara Coal Co. (P) Ltd. issued notices to 178 workmen to the effect that their service will not be required by them on account of the total closure of our undertaking due to circumstances beyond their control, and they were requested to collect their dues including compensation from cash counter of the colliery office (vide Ext. ER-2). The Chief Mining Engineer of the Karanpura Mining Syndicate wrote a letter to the East Religara Coal Co. (P) Ltd. on the 26th of May, 1968 and the relevant portion of the said letter runs as follows:—

"We would request you to make arrangements for the removal of all the workmen appointed by you during your tenure as the Managing contractor of our Religara Colliery before the 1st July, 1968 except the following 64 workmen in different categories. The aforesaid 64 workmen, who will be retained, should be the senior most in their respective categories, and we shall give them formal appointments under us as and when the colliery is taken over by us."

43. The Karanpura Mining Syndicate issued them new appointment letters. This created some confusion among the workmen and therefore, Sri D. Pandey the Organising Secretary of the Colliery Mazdoor Sangh wrote a letter to the Manager, Karanpura Mining Syndicate in which it was stated that "the Karanpura Mining Syndicate in their appointment letter have maintained their total emolument which they were drawing at the time of termination of contract but mere protection of emoluments does not confer them the right of continued services. It is not clear from your letter of appointment to the concerned workmen whether they have been given fresh appointment by your company or their old services rendered by them at Religara Colliery have been taken into account and will be treated as continued, or whether they will have the benefit of the continuity of services."

44. In their letter it was further stated that if they are treated as new recruit, in that case the East Religara Coal Co. (P) Ltd. should be asked to clear of all the dues including retrenchment compensation.

45. It was not clear whether the Karanpura Mining Syndicate have taken these 64 workmen as fresh recruits or with continuity of service. This lead to dispute between the management and the concerned 64 workmen.

46. The dispute was taken before the conciliation officer and on 26th June, 1968, the issue was discussed in detail and it was agreed not to have a formal settlement as the issue can be resolved by having only a file settlement. In case of the concerned 64 workmen the following agreement was made:

"In case of 64 workmen whom the Karanpura Mining Syndicate have agreed to retain as admitted/intimated to us and referred to in our notice dated 29th May, 1968, the question of payment of compensation does not arise. In case of such eventuality arises i.e., payment of compensation, we will fulfil our legal obligations in respect of them."

47. It was argued on behalf of the management that the settlement dated 26th June, 1968 bars the present reference and the remedy of the workmen is to get the settlement implemented. On behalf of the union it was stated that it is not a settlement in accordance with the provisions of the Industrial Disputes Act and such a file settlement will not bar the reference.

48. Section 12(3) of the Industrial Disputes Act runs as follows:—

"In case a settlement of an industrial dispute is arrived at in the course of conciliation proceedings the Conciliation Officer shall sent report thereof to the appropriate Government together with the memorandum of the settlement signed by the parties to the dispute."

49. Therefore, Sub-section 3 of Section 12 of the Industrial Disputes Act enjoins upon the conciliation officer to send a report to the appropriate Government in case a settlement of an industrial dispute is arrived at in course of the conciliation proceeding before him. Such report must be accompanied by a memorandum of the settlement signed by the parties to the dispute. Rule 58 of the Industrial Disputes (Central) Rules, 1957 lays down the requirements of a memorandum of settlement. Form H is the form for the memorandum of settlement.

50. No such formality was done in the instant case. Under such circumstances the file settlement arrived at between the parties will not bar the reference.

51. The next preliminary point taken by the management is that the reference is bad in relation to the East Religara Coal Co. (P) Ltd.

52. It was submitted on behalf of the East Religara Coal Co. (P) Ltd., that in view of the fact that the Managing Contractorship of the East Religara Coal Co., was terminated with effect from 1st July, 1968, and that there remains no further business of the managing contractorship with the East Religara Coal Co. (P) Ltd., and as such the present reference against them is incompetent in law.

53. It was submitted before me that a reference with respect to an industrial dispute relating to an industry which has become dead on account of closure shall be invalid, as the provisions of the Industrial Disputes Act apply only to an existing or live industry.

54. A reference is not necessarily bad because at the time when it was made, the industry no longer existed. The power of the Government to make a reference is to be determined with reference not to the date on which it is made but with reference to the date on which the right which is the subject matter of the dispute arises, and the machinery provided under the Act would be available for working out the right which has accrued prior to the dissolution of the business.

55. There is a clear distinction between the two classes of cases, namely (i) those in which the cause of action arose at the time when the business had been closed; and (ii) those in which the cause of action arose at the time when the business was being still carried on. There can be no industrial dispute in respect of the first category of cases, because the real subject matter of the dispute has ceased to exist when the dispute arises. But in regard to the second category where the dispute actually arises before the closure of the business, it does not cease to be an industrial dispute merely because subsequently the industry is closed. There is no provision of law according to which the closure of industry extinguishes the industrial dispute which has arisen before such closure. The relevant time is the time to which the dispute relates.

56. In other words, if the dispute relates to a period when the industry was in existence, the reference, even after the closure of the industry, can be validly made. (Pipraich Sugar Mills Ltd., v. Pipraich Sugar Mills Mazdoor Union 1967 (1) L.L.J., page 235 S.C.).

57. In this case the dispute arose on 26th May, 1968 when the Karanpura Mining Syndicate wrote to the East Religara Coal Co. (P) Ltd., to remove all the workmen appointed by the East Religara Coal Co. during their tenure of managing contractorship of Religara Colliery before the 1st of July, 1968 except the following 64 workmen in different categories or on 26th June, 1968, when a file settlement was made between the Karanpura Mining Syndicate and the East Religara Coal Co. (P) Ltd., in the conciliation proceeding.

58. Therefore, in this particular case the dispute arose when the industry was in existence and therefore, the reference even after the closure of the industry was validly made, and I therefore, find that there is no substance in the preliminary objections raised by the management.

59. It was submitted before me on behalf of the management that the present reference is bad because the names of the concerned 64 workmen are not indicated in the reference. It is no doubt true that neither the Colliery Mazdoor Sangh nor the Religara Colliery Mazdoor Seva Sangh have given the names of the concerned 64 workmen. A petition was filed on behalf of Sri S. R. Rairkar, one of the concerned 64 workmen. In his petition he has given a list of the 64 concerned workmen.

60. MW-1 Sri L. S. Ghate has stated in his evidence that the East Religara Coal Co., (P) Ltd., gave a list of 64 workmen required by Karanpura Mining Syndicate, according to their seniority and also mentioned the wages drawn by all these workmen. Sri K. N. Sinha, MW-2, the Personnel Officer of the Karanpura Mining Syndicate has stated in his evidence that when the Karanpura Mining Syndicate came in possession over the Religara Colliery fresh letter of appointments were issued to these 64 workmen who were employed during the managing contract of East Religara Coal Co.

61. The Karanpura Mining Syndicate has filed the duplicates of the appointment letters issued to 59 workmen out of the 64 workmen. Therefore, there is no vagueness in respect of the 59 workmen to whom the letters of appointment were issued. The names of these 59 workmen are given below:—

1. Sri S. R. Rairkar, Overman.	
2. Sri L. P. Chorasla, Overman.	
3. Sri Khowari Sangh.	
4. Sri Ram Year Roy.	
5. Sri Gangaram.	
6. Sri Satadeo.	
7. Sri Jahia.	
8. Sri Mahapersade.	
9. Sri Durga Das.	
10. Sri Shambhu.	
11. Sri Shankar.	
12. Sri Raghunath.	
13. Sri Soharal.	Tindal
14. Sri Ramana.	"
15. Sri Teja Singh.	"
16. Harihar.	Masson and Mazdoor.
17. Bhagra.	"
18. Barti.	"
19. Tatari.	"
20. Sukdeo.	"
21. Chat Lall.	"
22. Etawaria.	"
23. Gonori.	"
24. Ramchander.	"
25. Santi.	"
26. Ganasa.	"
27. Rajoo.	"
28. Puna.	"
29. Parbatia.	"
30. Gunjari.	"
31. Panuwa.	"
32. Kaswar.	"
33. Charitar.	"
34. Jagadls.	"
35. Barhan.	"
36. Sugeaia.	"

37. Birsha.	C. C. Driver and Mazdoor.
38. Kaila.	"
39. Gorishankar.	"
40. Jamal.	"
41. Rampratap.	"
42. Kamal.	Prop Mazdoor.
43. Ram Badan.	Line Mazdoor
44. Leduwa.	"
45. Rambhajan.	"
46. Rayasat.	Main Driver.
47. Kamruddin.	"
48. Dasia.	"
49. Jatru.	"
50. Ramtahal.	"
51. Mangala.	"
52. Jagarnath.	"
53. Saraju.	"
54. Misun No. 1.	"
55. Shamsundene.	"
56. Bhuneshwar.	"
57. Mahabir.	"
58. Rajaram.	"
59. Kishun No. 2.	"

62. The names of the aforesaid 59 workmen are also to be found in the petition given by Sri S. R. Rairkar, the concerned workman and therefore, there is no vagueness in respect to the aforesaid 59 workmen. Therefore, the aforesaid 59 workmen in respect of which there is no vagueness, will be entitled to the relief in case of success.

63. The Karanpura Mining Syndicate are the owners of the Religara Colliery. The East Religara Coal Co., (P) Ltd., took over the management of the Religara Colliery with effect from 13th October, 1956, and the agreement covering the arrangement was signed on 7th October, 1957. The managing contract of M/s. East Religara Coal Co., (P) Ltd., in respect of Religara Colliery was terminated and the management of the Colliery was taken over by M/s. Karanpura Mining Syndicate with effect from 1st July, 1968. From 1st July, 1968, the management has changed. Before that the management was with M/s. East Religara Coal Co., (P) Ltd., and then it was given back to M/s. Karanpura Mining Syndicate. These points are admitted.

64. Coming to the facts I find that the main point for determination in this case is whether the concerned workmen are entitled to compensation under the first part of Section 25FF or they shall be governed by the proviso of that section. Section 25-FF runs as follows:—

"Where the ownership or management of an undertaking is transferred, whether by agreement or by operation of law, from the employer in relation to that undertaking to a new employer, every workman who has been in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of S. 25-F, as if the workman had been retrenched:

Provided that nothing in this section shall apply to a workman in any case where there has been a change of employers by reason of the transfer, if—

- (a) the service of the workman has not been interrupted by such transfer;
- (b) the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer; and
- (c) the new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer."

65. In this connection I am citing the decision of the leading case of Anakapalli Copp. Agril. & Ind. Society Vs. its workmen, reported in 1962(2) LLJ., page

421. In that case their Lordship gave a background of Section 25-FF. In that case Gajendragadkar J. made the following observations:

"That takes us to the question as what would be the nature of the appellant's liability to the employees of the company. Before Section 25-F was introduced in the Act in 1956, this question was considered by industrial adjudication on general considerations of fairplay and social justice.....It was in this spirit that industrial adjudication approached this problem until 1956 when Section 25-FF was introduced in the Act. Sometimes the claim for re-employment was allowed, or sometimes the claim for compensation was considered. But it is significant that no industrial decision has been cited before us prior to 1956 under which the employees were held entitled to compensation against the vendor employer as well as re-employment at the hands of the purchaser on the ground that it was a successor-in-interest of the vendor.

It was in the background of this broad position which had evolved out of industrial adjudications that the legislature enacted Section 25-FF on September, 4, 1956.

This Section was later on substituted by present Section 25-FF along with S. 25-FFF by the Industrial Disputes Amendment Act, 1957. This section provides that though termination of services on transfer may not be retrenchment, the workmen concerned are entitled to compensation as if the said termination was retrenchment.

The Scheme of the proviso to Section 25-FF emphasizes the same policy. If the three conditions specified in the proviso are satisfied, there is no termination of service either in fact or in law, and so, there is no scope for the payment of any compensation. That is the effect of the proviso. Therefore, reading Section 25-FF as a whole, it does appear that unless the transfer falls under the proviso, the employees of the transferred concern are entitled to claim compensation against the transferee of the undertaking. Thus, the effect of the enactment of Section 25-FF is to restore the position which the legislature had apparently in mind when Section 25-FF was originally enacted on September 4, 1956.

By amending Section 25-FF the legislature has made it clear that if industrial undertakings are transferred, the employees of such transferred undertakings should be entitled to compensation unless; of course, the continuity in their service or employment is not disturbed and that can happen if the transfer satisfies the three requirements of the proviso.

In this connection, it is necessary to point out that even before Section 25-FF was introduced in the Act for the first time, when such questions were considered by industrial adjudication on general grounds of fairplay and social justice, it does not appear that employees of the transferred concern were held entitled to both compensation for termination of service and immediate re-employment at the hands of the transferee. The present position which results from the enactment of Section 25-FF, as amended, is, therefore, substantially the same.

As soon as the transfer is effected under Section 25-FF, all employees are entitled to claim compensation, unless, of course, the case of transfer falls under the proviso. The double benefit in the form of payment of compensation and immediate re-employment cannot be said to be based on any considerations of fairplay or justice. Fairplay and justice obviously mean fairplay and social justice to both the parties. It would, we think, not be fair that the vendor should pay compensation to his employees on the ground that the transfer brings about the termination of their services, and the vendee should be asked to take them back on the ground that the principles of social justice require him to do so."

66. It was submitted before me on behalf of the East Religara Coal Co. (P) Ltd. that the workmen are not entitled to any compensation as the three conditions laid down in the proviso of Section 25-FF are fulfilled. The first condition is whether the service of the workmen has not been interrupted by such transfer. The East Religara Coal Co. (P) Ltd in their written statement have clearly stated that the services of the workmen were not interrupted by the transfer.

67. MW-2 Sri K. N. Sinha, the Personnel Officer of the Karanpura Mining Syndicate has stated in his evidence that the working of the mine was not stopped for a single day between handing over by the East Religara Coal Co. and taking over by the Karanpura Mining Syndicate. As a matter of fact this point was practically admitted by the Karanpura Mining Syndicate.

67. The second condition is whether the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer.

68. The East Religara Coal Co. (P) Ltd. has stated in para 9 of their written statement that the terms and condition of the services applicable to these workmen after such transfer are not less favourable than those immediately before the transfer. This was not challenged in the written statement of the Karanpura Mining Syndicate.

69. MW-1 Sri L. S. Ghate has stated in his evidence that there was a meeting concerning labour matter on the 26th of May, 1968. In that meeting the C.M.E. of the Karanpura Mining Syndicate stated that out of the workmen of East Religara Coal Co. he would require a certain number of workmen viz. 64 to work the mine and it was also agreed by the C.M.E. that he would retain the 64 workmen to work the mine. Regarding the other workmen their services were to be terminated by the East Religara Coal Co. after paying the terminal benefits and that the East Religara Coal Co. gave a list of 64 workmen required by Karanpura Mining Syndicate, according to their seniority and also mentioned their wages drawn by these workmen.

70. He further stated that these 64 workmen were told verbally that their services will be retained by the Karanpura Mining Syndicate on the same terms.

71. In the oral evidence MW-2 Sri K. N. Sinha has stated that when the Karanpura Mining Syndicate came in possession over the Religara Colliery, fresh letters of appointment were issued to these workmen and that fresh terms and conditions were embodied in their letter of appointment and that the Karanpura Mining Syndicate had no knowledge what salary these workmen were drawing when they were under the employment of East Religara Coal Co. and they fixed the wages of these 64 workmen on the basis of the wages they had been paying to the like workmen of their colliery.

72. The point to be noted is that such defence was not taken in the written statement. But in the cross-examination when a question was put to this witness that his statement was wrong and that the Karanpura Mining Syndicate offered them the same wages what they were getting with the East Religara Coal Co. (P) Ltd., in the answer the witness stated that he cannot say if the wages paid by the Karanpura Mining Syndicate was less, equal or more than that they were getting with the East Religara Coal Co.

73. WW-1 Md. Jahid has stated in his evidence that on 1st July, 1968 when the Karanpura Mining Syndicate took over the colliery management from the East Religara Coal Co. he was informed that their service conditions will be the same and that there will be no change in their service conditions due to the change of ownership.

74. He further stated that inspite of the transfer from East Religara Coal Co. to Karanpura Mining Syndicate the working of the mine was never stopped for a single day and that this wages with East Religara Coal Co. was about Rs. 39 and odd per week and the same wages he used to get from Karanpura Mining Syndicate after the colliery was transferred to them and he was getting the same wages as he used to get from the East Religara Coal Co. (P) Ltd.

75. WW-3 is Sri S. R. Rairkar. He has stated in his evidence that he was getting Rs. 305/- p.m. pay and the same salary after his appointment with the Karanpura Mining Syndicate. He has further stated that at the time he was given appointment letter he was told that there will be no change in service conditions and so he accepted the appointment letter. He has stated that the certain facilities were withdrawn after the Karanpura Mining Syndicate took over but that applies to all other workmen including the old employees of the Karanpura Mining Syndicate.

76. In this connection MW-1 Sri L. S. Ghate has stated that he kept the Karanpura Mining Syndicate posted with all the facts and that Sri J. L. Sinha, Group Personnel Officer of K.M.S. used to visit the colliery on their behalf regularly and he was posted with all the facts and the East Religara Coal Co. gave a list of 64

workmen required by Karanpura Mining Syndicate according to their seniority and also mentioned the wages drawn by all these workmen.

77. Therefore, the evidence goes to show that the terms and conditions of the service applicable to the 64 workmen after such transfer are not in any way less favourable than they were getting before the transfer and therefore, the 2nd condition of the proviso is also fulfilled.

78. The 3rd condition is that the new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer.

79. On 28th May, 1968 the Chief Mining Engineer of the Karanpura Mining Syndicate wrote a letter to the East Religara Coal Co. (P) Ltd. to the following effect;

"In pursuance of these discussions and the fact that we do not have any responsibility whatsoever in respect of such persons who were appointed by M/s. East Religara Coal Co. (P) Ltd. at our Religara Colliery during their tenure as Managing Contractors of the said colliery, we would request you to make arrangements for the removal of all the workmen appointed by you during your tenure as the managing contractor of our Religara Colliery before the 1st of July, 1968 except the following 64 workmen, in various categories. The aforesaid 64 workmen, who will be retained, should be the senior most in their respective categories, and we shall give them formal appointments under us as and when the colliery is taken over by us."

80. This letter makes distinction between the workmen appointed by the East Religara Coal Co. (P) Ltd. and the 64 workmen who were also appointed by the East Religara Coal Co. (P) Ltd. but whose services were to be retained by the Karanpura Mining Syndicate.

81. It is significant to note that the C.M.E. of Karanpura Mining Syndicate never wrote to the effect to terminate the services of these 64 workmen as well and that thereafter they will given them fresh appointment letters.

82. Ext. KM-1 is the agreement between the Karanpura Mining Syndicate and the East Religara Coal Co. (P) Ltd. Clause 12 of that agreement deals with the retrenchment. The relevant portion of clause 12 runs as follows:—

"Retrenchment compensation shall be payable to a worker or an employee whenever it occurs by both of us in the proportion which the service, under each of us bears to the total service.

Retrenchment of a worker or employee shall be with the prior permission of the Chief Mining Engineer, which permission shall not be unreasonably withheld.

It is agreed that the Karanpura Mining Syndicate will be indemnified in respect of any retrenchment relief subsequent to the termination of the contract for that part of the employee's service with the Managing Contractor during the period of the contract."

83. Therefore, the clause 12 of the agreement satisfies the third proviso of Section 25-FF, and I, therefore, find that in this particular case the three conditions mentioned in proviso of S. 25-FF are fulfilled.

84. In this view of the case I find that the 59 workmen whose names are mentioned in the body of the award and who were appointed at the Religara Colliery during the period of the Managing Contractorship of M/s. East Religara Coal Co. (P) Ltd. and not removed before the 1st July, 1968 on termination of the managing contractorship and retained with M/s. Bird and Co. (P) Ltd. Karanpura Mining Syndicate with effect from 1st July, 1968, are entitled to continuity of service from M/s. Karanpura Mining Syndicate. They are not entitled to terminal benefits and retrenchment compensation and notice pay from M/s. East Religara Coal Co. (P) Ltd.

85. This is my award. It may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.
[No. 2/122/69-LR.II.]

S.O. 270.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan, and their workmen, which was received by the Central Government on the 28th December, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 48 OF 1970

PARTIES:

Employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri S. B. Sanyal, Legal Adviser.

On behalf of Workmen—Absent.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/42/70-LRII, dated October 14, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited and their workmen, to this Tribunal, for adjudication, namely:

“Whether the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan was justified in stopping work of Shri Mishilal Majhi, Cleaning Mazdoor from the 2nd June, 1970. If not, to what relief is the workmen entitled.”

2. It is not necessary for me to go into the dispute any longer. From the terms of settlement filed before this Tribunal to-day, it appears that the dispute stands settled between the parties. Mr. J. Sharan, Personnel Officer of Bankola Colliery proved the petition of settlement.

3. I, therefore, pass an award in terms of the settlement. Let the petition of settlement form part of this award.

Dated, December 23, 1970.

(Sd.) B. N. BANERJEE,
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 48 OF 1970

Management of Bankola Colliery of the Burrakur Coal Co. Ltd., P.O. Ukhra, Dt. Burdwan

Vs.

Their workmen represented through the Khan Sharmik Congress, P.O. Ukhra, Dt. Burdwan

Most Respectfully sheweth:

1. That the parties to the dispute have settled and resolved their differences on the following terms:—

(a) The concerned workman Shri Mishilal Majhi will be paid a sum of Rs. 140 (Rupees one hundred and forty) only as full and final settlement within seven days from date.

(b) The Union will have no further claim what-so-ever in relation to the dispute.

For workmen:

(Sd.) B. S. AZAD,
General Secretary,
Khan Shramik Congress,
Ukhra P.O., Dt. Burdwan.

Witness:

(Sd.) P. N. ACHARYA,
Khan Shramik Congress

(Sd.) J. SHARAN,
Personnel Officer (R)
Bankola Colliery,
P.O. Ukhra, Dt. Burdwan.

For Management

(Sd.) S. B. SANYAL,
Legal Adviser.

(Sd.) S. K. SINGH,
Superintendent (Ranigunge) and
Principal Officer, Bankola Colliery.

[No. 6/42/70-LR.II.]

S.O. 271.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Nag's Ramjiwanpur Colliery of Messrs Ramjiwanpur Coal Company Private Limited, Post Office Sitarampur, District Burdwan and their workmen, which was received by the Central Government on the 26th December, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 46 OF 1970

PARTIES:

Employers in relation to the management of Nag's Ramjiwanpur Colliery of Messrs Ramjiwanpur Coal Company, Private Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri N. Das, Advocate.

On behalf of Workmen—Sri Sunil Sen, Organising Secretary, Colliery Mazdur Sabha (AITUC).

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/32/70-LRII, dated September 8, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Nag's Ramjiwanpur Colliery of Messrs Ramjiwanpur Coal Company, Private Limited and their workmen, to this Tribunal, for adjudication, namely:

"Whether the management of Nag's Ramjiwanpur Colliery of Messrs Ramjiwanpur Coal Company, Private Limited Post Office Sitarampur, District Burdwan was justified in terminating the service of Shri Dhani Mahato, Underground Trammer from the 15th January, 1970? If not, to what relief is the workman entitled?"

2. The cause of the workman was taken up by a trade Union known as Colliery Mazdoor Sabha (AITUC). It appears from Ex. 1, the chargesheet dated January 9, 1970, that the workman Dhania Mahato was charged with misconduct under two heads, in the following language:

"It has been reported to me that on 8/1/70, at about 11.15 A.M. you firstly abused the cashier, Shri G. K. Sharma, and you forcibly entered the office and assaulted Shri Shyam Lal Soni, who had come from Head

Office along with cash. This is a most disorderly behaviour and extreme case of arrogance on your part. Please explain within 48 hours of the receipt of this letter why disciplinary action may not be taken against you. Pending for the enquiry you are suspended forthwith."

The workman submitted an explanation (Ext. 2) on January 15, 1970 in the following language:

"I have received the above chargesheet and the letter of 14th January, 1970. I deny charges because they are not (true?). I never abused or assaulted anybody. I never entered the office forcibly and assaulted Sri S. L. Soni. I never behaved (in?) disorderly manner nor stopped other workmen. You are misreported and misinformed. I request you to please withdraw the chargesheet and allow me resume my duty."

It appears from Exts. 3 and 3(a) that there was a domestic enquiry held into the misconduct by the then Manager of the Colliery R. S. Sawhney. He found the workman guilty on both the counts of misconduct. Lastly, it appears from Exts. 4 and C that the recommendations of the enquiry officer were accepted by the employer Company and the workman was ordered to be dismissed. The following letter, dated January 17, 1970 (Ex. C), was issued to the workman dismissing him from service with effect from January 15, 1970:

"As the charge of assault on the owner's representative Shri S. L. Soni, and of misconduct and disorderly behaviour have been fully proved in the enquiry, the management is left with no other alternative but to terminate your service with immediate effect. Your service is hereby terminated with effect from 15th January, 1970.

Does if any may be collected from the colliery office on any working day after giving a prior notice of 24 hours, and after giving vacant possession of quarter allotted to you, and after obtaining due stores clearance".

3. In the written statement filed on behalf of the workman, it was pleaded, in paragraphs 4, 5 and 6, as follows:

"4. That a chargesheet was issued against Shri Dhanias and Lakhan Mahato both underground trammers on 9th January, 1970. The date of enquiry was also fixed on 15th January, 1970 along with the chargesheet. Both the workmen have received the chargesheets on 14th January, 1970 and replied to the same denying the charges on 15th January, 1970*** The charges were vague, indefinite and general and make no reference to the Standing Order.

5. That the services of Shri Dhanias Mahato was summarily terminated by letter dated 17th January, 1970 from retrospective effect i.e. from 15th January, 1970.

6. That there was no proper enquiry on 15th January, 1970 and the workman deprived from reasonable opportunity. Moreover, under the same chargesheet the date fixed for enquiry was also intimated without waiting for reply of the workman with clear motive of victimisation as because the issue of chargesheet and the mentioning the date of enquiry in the chargesheet is a violation of certified standing orders and principles of natural justice. The statement of the workmen was not explained to him."

4. The management also filed a written statement from which paragraphs 6, 7 and 8 are set out below:

6. That Sri Dhanias Mahato did not submit his explanation within the specified time but presented himself during the domestic enquiry, which was held in this connection on 15th January, 1970, as per the previous intimation, notified on the chargesheet itself.

7. That at that time Sri Dhanias Mahato submitted a written explanation denying all the allegation appearing in the charge sheet; the enquiry was conducted in his presence by the Colliery Manager Sri R. S. Sawhney, and all the opportunity was given to the workmen for participating in the said inquiry; Sri Dhanias Mahato cross examined a few witnesses and gave his own statement which was also recorded by the enquiry Officer. Sri Dhanias Mahato however avoided giving his signature in the enquiry proceedings except in his own statement, inspite of the enquiry officer's request for the same.

8. That the enquiry officer in his findings submitted to the employers, has found the charges established against Shri Dhanla Mahato and accepting his... said findings his services have been terminated with effect from 15th January, 1970 as per order of the Constituted Attorney of the Company."

5. Mr. N. N. Das, learned Advocate for the employer Company, fairly admitted that the charge of abusing G. K. Sharma, the Cashier, had not been established by evidence. There was abusive languages used, he submitted, in the office but the abuses were not particularly hurled at the cashier. I do not, therefore, make much of the first count of the misconduct, with which the workman was charged.

6. Mr. Das, however, submitted that the second count of misconduct, namely, that of forcibly entering the office and of assaulting S. L. Soni was fully established by evidence and that alone was sufficient to justify an order of dismissal against the workman.

7. Mr. Sunil Sen, Organising Secretary of the trade Union, who appeared for the workman, submitted that there was little evidence of assault particularly of hitting Mr. Soni and further the enquiry, as held, was bad on several grounds, namely, (i) little time was given to the workman to submit his explanation, (ii) the evidence of witnesses on behalf of the management was not recorded in the presence of the workman, (iii) the same was not even explained to the workman in Hindi, which language alone he understood and (iv) he was not given any opportunity to cross-examine any witnesses examined on behalf of the management. He, therefore, submitted that for lack of evidence and for violation of the rules of natural justice the dismissal on the second count should be quashed.

8. I agree with Mr. N. N. Das' argument that if there had been several charges levelled against a workman and if only one of them was proved and if that one be such a misconduct as merited dismissal, then on that count only an order of dismissal or termination of service of a workman might be properly made. This Tribunal, however, must be satisfied that the decision was made in good faith, that the findings were not perverse, in the sense that there was some evidence to support the findings and that the workman understood the evidence tendered on behalf of the management and that opportunity to cross-examine witnesses examined by the management and also to examine his own witnesses was given to the workman. I have gone through the evidence recorded before the enquiring officer. There is some evidence of assault of S. L. Soni. About the sufficiency of that evidence I am no judge. Suffice it for my purpose, that there was some evidence although on such evidence this tribunal might have come to a different conclusion, but the conclusion reached by him was not devoid of foundation. Three witnesses were examined before this Tribunal. Of the witnesses examined, one was S. N. Sensroye, the Finance Manager of the colliery. It appears to me that in absence of the Enquiring officer, the services of this witness was procured to fill up the gap. He stated in course of his answer to a question put by the Tribunal:

"I was not deputed to attend the enquiry. I was sitting in the adjacent room by chance. I was not attending to what was happening before the Enquiry Officer. I heard from the adjacent room that witnesses were talking in their own languages."

According to me, he is mere chance witness and I do not make much of his evidence. Further, while he said in course of cross-examination that Rampada Mondal was talking both in Bengali and in Hindi, his evidence was belied by Rampada Mondal himself, who stated that before the enquiry officer he spoke in pure Bengali. The second witness Rampada Mondal however stated that Dhanla Mahato and Lakhna Mahato "tried to hit Soni Sahab with a lathi". The third witness for the management was one I. D. Pandey. In answer to questions put by the Tribunal, he said:

"I was present in the Verandah from the time when the charged person entered the office. I only saw Dhani Mahato to lift a small stick on S. L. Soni with the intention of hitting him but did not see him to hit Soni Sahab. Thereupon, I caught hold of Dhani Mahato and took him outside the office."

On this evidence it was argued that there was no evidence of hitting Soni Sahab with a stick.

9. Now dictionary meaning of the word "assault" is "a sudden attack" or "an unlawful attempt to apply force to the person of any". Under Section 351 of the Indian Penal Code, the definition of assault is:

"Whoever makes any gesture, or any preparation intending or knowing it to be likely that such gesture or preparation will cause any person present to apprehend that he who makes that gesture or preparation is about to use criminal force to that person, is said to commit an assault."

Explanation.—Mere words do not amount to an assault. But the words which a person uses may give to his gestures or preparation such a meaning as may make those gestures or preparations amount to an assault."

Thus, although Soni might not have been actually hit with a stick, what the concerned workman did, if true, was sufficient to amount to assault. Since there was evidence of assault before the Enquiring Officer and since there is some evidence of assault before this Tribunal also, I hold that the enquiry officer was not wrong in finding the concerned workman guilty of the second count of misconduct and recommending his dismissal on that count.

10. So far as the argument concerning the non-observance of the rules of natural justice is concerned, I find from the evidence of the workman himself that he received the chargesheet only on January 14, 1970, asking him to attend an enquiry to be held on January 15, 1970. The notice was thus too short a notice to submit an explanation. Nevertheless, the workman submitted an explanation on the date of the enquiry and it appears from evidence that he attended the enquiry. Thus the workman suffered no material prejudice. Regarding the allegation that he was not given an opportunity to cross-examine the witnesses produced by the management, I find little substance in the allegation. It appears from Ex. 3 that he cross-examined one of the witnesses examined by the management and declined to cross-examine others. It is true that he did not put his signature on the deposition sheets but if he would not sign, nobody can compel him to sign. I am not sure what exactly happened. The other grievance made by the workman that he did not understand the evidence tendered does not appeal to me. This is the first time that this sort of complaint is made. He did not make this grievance before the enquiry officer, at least there is nothing in writing to that effect on the records of the domestic enquiry. It is also not the case of the workman that he protested in writing. In which language the witnesses were talking, does not appear. The workman at least understood something of what they were talking otherwise how could he cross-examine one of the witnesses in the domestic enquiry. I therefore find that there is little substance in the allegation that the rules of natural justice were not at all followed and the enquiry was not conducted with due regard to the procedural requirements.

11. The last argument was that the letter of dismissal was dated January 17, 1970 but the service of the workman stood terminated with effect from January 15, 1970. Mr. Sunil Sen submitted that this order of dismissal with retrospective effect was bad and should not be sustained. There is a complete answer to this argument in a judgment of the Supreme Court, namely, in *Jeevaratnam v. State of Madras*, (1967) 1 L.L.J., 391, the material extract from which is set out below:

"An order of dismissal with retrospective effect is, in substance, an order of dismissal as from the date of the order with the superadded direction that the order should operate retrospectively as from an anterior date."

The two parts of the order are clearly severable. Assuming that the second part of the order is invalid, there is no reason why the first part of the order should not be given the fullest effect. The Court cannot pass a new order of dismissal, but surely it can give effect to the valid and severable part of the order." (Underlined by me).

Therefore, although I cannot uphold the order of dismissal from January 15, 1970. I am at liberty to uphold the order of dismissal with effect from January 17, 1970.

12. In the view that I take, I hold that the management of Nag's Ramjiwanour Colliery of Messrs Ramjiwanpur Coal Company Private Limited was justified in terminating the service of Dhani Mahato, Underground Trammer. The management was not, however, justified in terminating the service with effect from January 15, 1970 but could terminate the service from January 17, 1970. The

only relief to which the workman is entitled to is that he should be treated as dismissed with effect from January 17, 1970 and his wages or subsistence allowance, as was allowable under the Standing Orders or the rules of the Company, should be paid upto January 17, 1970.

This is my award.

(Sd.) B. N. BANERJEE,

Dated, December 18, 1970.

Presiding Officer.

[No. 6/32/70-LR.II]

New Delhi, the 8th January, 1971

S.O. 272.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Khas Govindpur Colliery, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 4th January, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) DHANBAD

REFERENCE No. 20 OF 1970

PRESENCE:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the management of Khas Govindpur Colliery,

Vs.

Their workmen.

APPEARANCES:

For employers—Sri D. Narsingh, Advocate.

For workmen—Sri P. Burman, Secretary, Krantikari Koyala Mazdoor Sangh.

INDUSTRY: Coal

STATE: Bihar

Dhanbad, dated the 18th of December, 1970.

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Khas Govindpur Colliery, Post Office Katrasgarh, District Dhanbad, and their workmen, by its Order No. 1/11/70 dated the 18th of March, 1970 referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 to this Tribunal for adjudication the dispute in the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

"Whether the action of the management of Khas Govindpur Colliery, Post Office Katrasgarh, District Dhanbad, in stopping from work the following workmen with effect from the 26th September, 1969, is justified? If not, to what relief are these workmen entitled?"

Sl. No.	Name	Designation
1.	Shivnarayan Mahato	Prop Mazdoor
2.	Sahadeo Mondal	General Mazdoor
3.	Ram Dash Turi	Trammer
4.	Gokhul Mondal	General Mazdoor
5.	Atoo Bawari	Trammer
6.	Teju Mahato	Trammer
7.	Chandu Bhuiya	Trammer

2. Sri Landey, Secretary, Krantikari Koyala Mazdoor Sangh filed written statement on 19th November 1970 for and on behalf of the workmen. The employers did not file their written statement. However, this is of little concern.

since the matter has been settled amicably between the parties through compromise.

3. The parties filed a joint petition of compromise and prayed that the award may be made in terms thereof. According to the terms of compromise the Sangh declared that out of the seven workmen mentioned in the order of reference the following six workmen viz.:

- | | |
|------------------------|-------------------|
| (1) Shivnarayan Mahato | (4) Gokhul Mondal |
| (2) Sahadco Mondal | (5) Atoo Bawri |
| (3) Ram Dash Turi | (6) Teju Mahato |

had left the colliery long ago without having their address with the Sangha and the Sangha is therefore, of the opinion that they are not interested in pursuing any dispute with the management and therefore, does not press their case. As regards the remaining workman Sri Chandu Bhuiya it has been submitted that he had been working in the colliery off and on for some time past. The management having agreed that in the event of there being a permanent vacancy of a mazdoor, it will consider the case of the said workman keeping in view his work and conduct during his employment and the Sangha does not claim any other relief in respect of the workmen concerned in this reference.

4. The terms of compromise are fair and reasonable and are accepted. Accordingly I pass an award in the terms of the joint petition of compromise, a copy of which is annexed with the award of annexure 'A'.

5. This may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

Encl.: As above.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.

BEFORE THE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD
REFERENCE No. 20 of 1970

PARTIES:

Employers in relation to Khas Govindpur Colliery

AND

Their Workmen represented by The Secretary, Karantikari Koyala Mazdoor Sangha, hereinafter referred to as Sangha.

Memorandum of Settlement

The Parties aforesaid jointly beg to submit as under:—

- (1) The Employers on the one hand and the workmen represented as above on the other hand have amicably resolved their dispute under reference as follows:—
 - (a) The Sangha declares it is satisfied that out of the seven workmen mentioned in the Schedule to the present order of reference the following six namely,
 - (1) Shivnarayan Mahato
 - (2) Sahadeo Mondal
 - (3) Ram Dash Turi
 - (4) Gokhul Mondal
 - (5) Atoo Bawri
 - (6) Teju Mahato

had left the colliery long ago without having their addresses with the Sangha. The Sangha is therefore of the opinion that they are not interested in pursuing any dispute with the management and therefore does not press their case.

- (b) As regards the remaining workman, viz. Sri Chandu Bhuiya, it is submitted that he has been working in the colliery off and on for some time past. The Management having agreed that in the event of there being a permanent vacancy of a mazdoor, it will consider

the case of the said workman keeping in view his work and conduct during his employment.

- (c) The Sangha does not claim any other relief in respect of the workmen concerned in this reference.
- (2) In the circumstances, it is submitted that no further dispute between the parties subsists any longer as to need any adjudication thereon.
- (3) The parties shall bear their own costs of the proceedings.
- (4) The parties, therefore, pray that the Tribunal may be pleased to take this settlement on record and to give its award in terms thereof.

Dated, the 17th December, 1970.

(Sd.) (Illegible)
Secretary

Krantikar Koyala Mazdoor Sangha.

(Sd.) D. NARSINGH,
Advocate

For and on behalf of the Khas
Govindpur Coal Company
(Sd.) (Illegible)

(Sd.) Illegible,
17-12-70

For the Management.

[No. 1/11/70-LRII.]

ORDERS

New Delhi, the 5th January, 1971

S.O. 273.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company Limited, Post Office Kothagudem Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri T. Chandrasekhara Reddy, as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkote, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

“Whether the management of Belampalli and Ramakrishna Pur Divisions of Messrs Singareni Collieries Company Limited, is justified in placing Sarvshri Nagula Chandrabab, Kannaboyina Posham, Kusina Lingaiah, Dandi Mondli, Gujja Bucham, Band Saw Cutters in Category III under the new Wage Board Recommendations? If not, to what relief are they entitled and from what date?”

[No. 7/18/70-LR-II.]

आदेश

नई दिल्ली, 5 जनवरी 1971

एन.ओ. 273:—यतः केन्द्रीय सरकार की राय है कि इससे उपान्वृद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सिंगरेनी कोलियरीज कम्पनी लिमिटेड, डाकघर कीथागुडियम कोलियरीज (आंध्र प्रदेश) से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को निर्णय के लिए निर्देशित करना वांछनीय समझती है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्-द्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० चन्द्रासेखरा रेडी होंगे जिनका मुख्यालय अफजल लौज, तिलक रोड, रामकोटे, हैवराबाद-1 होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

क्या मैसर्स सिंगरिनी कोलियरीज कम्पनी लिमिटेड के बेलमपल्ली और रामकृष्ण पुर डिब्री जन्स के प्रबन्धतंत्र का सर्वश्री नामुला चन्द्रैया कन्नाबोडना पोशम, कुसिना लिंगैया, डांडी मोडी, गुज्जा बुचम, बंड सो कटर्स को नए मंजूरी बोर्ड की सिफारिशों के अन्तर्गत प्रवर्ग 3 में रखना न्यायोचित है ? यदि नहीं तो वे किस अनुतोष के हकदार हैं और किस तारीख से ?

[सं० 7/18/70-एल०आर०-2]

S.O. 274.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bhamuria Colliery, Post Office Neturia, District Purulia and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Bhamuria Colliery, Post Office Neturia, District Purulia was justified in stopping the following pick miners from duties from the dates shown against each? If not, to what relief are these workmen entitled?"

Names

1. Hari Majhi	4-9-1970.
2. Akhul Howri	18-8-1970.
3. Mangal Mudi	8-9-1970.
4. Purnal Majhi	14-9-1970.
5. Mangal Mallick	4-9-1970.
6. Lambada Bowri	3-9-1970.

[No. 6/68/70-LR-II.]

एस० ओ० 274 :—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में भुरिया कोलियरी, डाकघर नेतुरिया, जिला पुरुलिया के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार के औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या भूमरिया कोलियरी, डाकघर नेतुरिया, जिला पुरलिया के प्रबन्धतंत्र का निम्नलिखित पिक माइनर्स को प्रत्येक के सामने दी गई तारीखों से काम से रोकना न्यायोचित था ? यदि नहीं, तो ये कर्मकार किस अनुतोष के हकदार हैं।”

नाम

1. हरि माझी	.	.	4-9-70
2. अखुल बोरी	.	.	18-8-70
3. मंगल मुंदी	.	.	8-9-70
4. पुर्मल माझी	.	.	14-9-70
5. मंगल मलिक	.	.	4-9-70
6. लम्बोडा बोरी	.	.	3-9-70

[सं० 6/68/70-एल प्रार०-2]

S. O. 275.—Whereas the industrial disputes specified in the Schedule hereto annexed (hereinafter referred to as the said disputes) were pending before Shri G.V. Deo, Presiding Officer, Central Government Industrial Tribunal, Nagpur;

And whereas Shri G.V. Deo's services have ceased to be available;

Now, therefore, in exercise of the powers conferred by section 7A, and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri W. K. Almelkar, as the Presiding Officer, Central Government Industrial Tribunal Nagpur, and withdraws the proceedings in relation to the said disputes from Shri G.V. Deo and transfers the same to Shri W.K. Almelkar, Presiding Officer, Central Government Industrial Tribunal, Nagpur for the disposal of the said disputes with the directions that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	Parties to dispute	Reference No. and date of Industrial dispute.
1.	Management of Ghugus Colliery of M/s. Ballarpur Collieries Company, Ballarpur, Post Office Manickpur and their workmen.	No. 1/64/68-LR-II dated the 6th June, 1969.
2.	M/s. Rayatwari Colliery, Chanda and 4 others and their workmen.	No. 1/10/68-LR-II dated the 15th September, 1969.
3.	Kamptee Colliery vs. Shri Amarsingh.	Application under section 33(2)(b) of the Industrial Disputes Act.
4.	Kamptee Colliery vs. Shri Mohamood Alam.	Application under sec. 33(2)(b) of the Industrial Disputes Act.
5.	Management of Rayatwari Colliery, Chanda and their workmen.	No. 1/63/68-LR-II, dated the 3rd October, 1969.
6.	Management of Kamptee Colliery, Kamptee and others and their workmen.	No. 1/10/68-LR-II, dated the 23rd October, 1969.
7.	M/s. Ballarpur Collieries Company Limited, Ballarpur and their workmen.	No. 3/7/69-LR-II, dated the 4th November, 1969.
8.	Management of Ghugus Rolliery and their workmen	No. 8/69/70-LR-II, dated the 29th April, 1970.
9.	Management of Ballarpur Collieries Company, Ballarpur and Shri Mohanlal Hubblal	No. 8/60/70-LR-II, dated the 29th April, 1970.

[No. 8/155/70-LR-II]

का० प्रा० 273.—यतः इषी उपायद्वय प्रवृत्तियों में विनिर्दिष्ट औद्योगिक विवाद (जैसे इसमें इनके परामर्श उक्त विवाद का शासन है) श्री जी० बी० देव, रीडासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के समक्ष लम्बित थे।

और यतः श्री जी० बी० देव की सेवाएं उपलब्ध नहीं रही हैं।

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 33-ब हो उपाधारा (1) द्वारा प्रदान शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक प्रतिकरण गठित करती है, जिसके रीडासीन अधिकारी, श्री डब्ल्यू० के० अलेक्जेंडर, केन्द्रीय सरकार औद्योगिक प्रतिकरण, नागपुर शक्ति और उक्त विवादों से सम्बन्ध कार्यालयों को श्री जी० बी० देव से प्रभावित करती है और उन्हें उक्त विवादों के निराकरण के लिए श्री डब्ल्यू० के० अलेक्जेंडर, रीडासीन अधिकारी, केन्द्रीय सरकार के औद्योगिक प्रतिकरण, नागपुर को इन निर्देशों के साथ स्थापना करित करती है कि उक्त प्रतिकरण कार्यालयों उस प्रकार से शुरू करेगा जिन् पर वे उसे स्थापना करित की जाएँ और विधि के अनुसार उनका निराकरण करेगा।

अनुसूची

क्रम सं०	विवाद के प्रकार	औद्योगिक विवाद की संदर्भ संख्या और तारीख
1.	मैसर्स बल्लारपुर होलियरीज कम्पनी, बल्लारपुर, डाकघर मानिकपुर को घुघुस कोलियरी का प्रबंधन और उसके कर्मकार।	संख्या 1/64/68-एल०आर०-2, तारीख 6 जून, 1969.
2.	मैसर्स रायतवारी होलियरी, चांदा तथा 4 अन्य और उनके कर्मकार।	संख्या 1/10/68-एल०आर०-2, तारीख 15 सितम्बर, 1969.
3.	काम्पटी होलियरी ब्रह्म श्री अमरसिंह	औद्योगिक विवाद अधिनियम की धारा 33(2)(ख) के अधीन आवेदन।
4.	काम्पटी होलियरी ब्रह्म श्री मोहम्मद अलेम	औद्योगिक विवाद अधिनियम की धारा 33(2)(ख) के अधीन आवेदन
5.	रायतवारी होलियरी, चांदा का प्रबंधन और उसके कर्मकार।	संख्या 1/63/68-एल०आर०-2, तारीख 3 अक्टूबर, 1969.
6.	काम्पटी होलियरी, काम्पटी का प्रबंधन और अन्य और उनके कर्मकार।	संख्या 1/10/68-एल०आर०-2, तारीख 23 अक्टूबर, 1969.
7.	मैसर्स बल्लारपुर होलियरीज कम्पनी लिमिटेड, बल्लारपुर और उनके कर्मकार।	संख्या 3/7/69-एल०आर०-2, तारीख 4 नवम्बर, 1969.
8.	घुघुस कोलियरी का प्रबंधन और उनके कर्मकार	संख्या 8/60/70-एल०आर०-2, तारीख 29 अप्रैल, 1970.
9.	बल्लारपुर कोलियरीज कम्पनी, बल्लारपुर का प्रबंधन और श्री मोहनलाल हब्बलाल।	संख्या 8/60/70-एल०आर०-2, तारीख 29 अप्रैल, 1970.

S.O. 276.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company, Limited, Post Office Kothagudem Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri T. Chandrasekhara Reddy as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkote, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

"Taking all the circumstances of this case into consideration, whether the management of Ramagundam Division No. 1 of Singareni Collieries Company Limited is justified in refusing to give Category VI (new) to Shri Ahmad Ali, carpenter-cum-pattern maker in the Workshop of the Division? If not justified, to what relief is the said worker entitled?"

[No. 7/27/70-LR-II.]

KARNAIL SINGH, Under Secy.

क्रा० आ० 276.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सिंगारेनी कोलियरीज कम्पनी लिमिटेड, डाकघर कोथागुडियम कोलियरीज (आन्ध्र प्रदेश) से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्याय निर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री टी० चन्द्रशेखर रेड्डी होंगे, जिन्हें मुडयालय अफजल लौज, तिलक रोड, रामकोटे, हैदराबाद-1, होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या इस मामले की सभी परिस्थितियों को ध्यान में रखते हुए, सिंगारेनी कोलियरीज कम्पनी लिमिटेड के रामगुंडम डिवीजन सं० 1 के प्रबंधतंत्र काडिवीजन की वर्कशाप में कारपेंटर एवं पैटर्न मेकर, श्री अहमद अली को प्रवर्ग 6 (नई) देने से इंकार करना न्यायोचित है? यदि न्यायोचित नहीं है तो उक्त कर्मकार किस अनुतोष का हकदार है?"

[सं० 7/27/70-एल०आर०-2]

करनल सिंह, अवसर सचिव।

(Department of Labour and Employment)

New Delhi, the 6th January 1971

S.O. 277.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the management of Manduapat

Bauxite Mine of Messrs Minerals and Minerals Limited, Richughutta and their workmen, which was received by the Central Government on the 4th January, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE NO. 4 OF 1970

In the matter of an industrial dispute under Section 10(2) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the management of Manduapat Bauxite Mine of Messrs Minerals and Minerals Limited, Richughutta

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri S. S. Kapur, Advocate.

On behalf of the workmen—Shri S. Dasgupta, Secretary, Indian National Mine Workers Federation.

STATE: Bihar

INDUSTRY: Bauxite Mine

Dhanbad, 28th December, 1970.

AWARD

The Central Government by its order No. 10(2)/70-LR-IV dated 31st March, 1970 referred to this Tribunal under Section 10(2) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

SCHEDULE

- “(i) Whether there was any lock out or strike in the afternoon of the 19th December, 1969 at Manduapat Bauxite Mine? Whether such lock-out or strike was legal or illegal? In case lock-out or strike is declared legal or illegal as the case may be, to what relief are the workmen entitled for the 19th December, 1969 and thereafter?
- (ii) Whether the action of the management in refusing to continue to employ the following 13 workmen is justified? If not, to what relief they are entitled?
 1. Sri Mangru Oraon.
 2. Sri Ramkhelawan Singh.
 3. Sri Manu Sahi.
 4. Sri Saharu Ganjhu.
 5. Sri Chautha Munda.
 6. Sri Karma Munda.
 7. Sri Sanika Munda.
 8. Sri Basudeo Mahto.
 9. Sri Gajendar Ganjhu.
 10. Sri Bandhan Ganjhu.
 11. Sri Rajendar Ganjhu.
 12. Sri Dinanath Sahi.
 13. Sri Anandmashi.”

2. Workmen as well as the employers filed their statement of demands.

3. On 19th December 1970 both parties filed a compromise memo stating that an award be made in terms thereof. The compromise memo is duly verified. I find it fair and reasonable and for the benefit of the workmen concerned. Hence, the compromise memo is accepted and the award is made in terms of the compromise. The compromise memo is annexed herewith and is made a part of the Award. The award is submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Government Industrial
Tribunal (No. 2) Dhanbad.

BEFORE THE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD
REFERENCE NO. 4 OF 1970

PARTIES:

Employers in relation to the Management of Manduapat Bauxite Mines of
Messrs Minerals & Minerals Ltd., Richugutta, Distt. Palamau.

AND

Their workmen represented by Ranchi District Bauxite and China Clay
Mines Employees Union.

Compromise Petition

Both the parties abovenamed, without prejudice to their respective stands,
have after mutual discussions resolved the dispute under reference on the follow-
in terms and conditions:—

Terms of Settlement

1. That the Management agrees to employ within one week from today, the
17th December, 1970 the thirteen (13) workmen concerned on permanent jobs.
2. That the Union and the Management agree to treat the dispute regarding
strike/lockout as closed.
3. That the Management agrees not to take any action against any employee
for participation in the alleged strike and the Union agrees not to raise any
demand for any compensation whatsoever for the period of the alleged lockout.
4. That the parties agree to bear their own costs.

It is, therefore, prayed that your Honour may graciously be pleased to accept
this compromise as fair and reasonable and pass an award in terms thereof.

And for this act of kindness your humbles petitioners shall, as in duty bound,
ever pray.

For the Employers:

For M/s. Minerals & Minerals Ltd.

(Sd.) SHYAM NANDAN SAHGR,
Law Officer.

For the Workmen:

(Sd.) MAHABIR RAM VERMA,
Joint Secretary,

Ranchi District Bauxite and China Clay
Mines Employees Union.

(Sd.) Illegible, Advocate

Dated 17-12-70

S. Das Gupta, Advocate.
[No. 10/2/70-LR-IV.]

New Delhi, the 7th January 1971

S.O. 278.—In pursuance of section 17 of the Industrial Disputes Act, 1947
(14 of 1947), the Central Government hereby publishes the following award of the
Industrial Tribunal, Gujarat, Ahmedabad in the industrial dispute between the
employers in relation to the management of Oil and Natural Gas Commission
Project, Ahmedabad and their workmen, which was received by the Central Gov-
ernment on the 24th December, 1970.

BEFORE SHRI INDRAJIT G. THAKORE, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL

REFERENCE (IT-Central) No. 1 of 1968

BETWEEN

The Oil & Natural Gas Commission, Ahmedabad

AND

The Workmen employed under it.

In the matter of reinstatement of Shri Hukam Singh Ladharam.

APPEARANCES:

Shri K. M. Bhatt *for the Commission.*

No one for the Workmen.

AWARD

This industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission Project, Ahmedabad, and their workmen, has been referred to me by the Central Government for adjudication as Industrial Tribunal in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947. The dispute relates to a single demand which is as follows:—

"Whether Shri Hukman Singh Ladharam, Ex-Cementing Mechanic (Sr.) of Oil and Natural Gas Commission Project at Ahmedabad is entitled for re-instatement with full back wages and continuity of service? If so, what directions are essential to that end?"

2. In the earlier stages, there were certain negotiations between the union and the employer for settlement of this dispute. However, ultimately the negotiations failed and I was informed that they would proceed with the matter.

3. No one on behalf of the workmen has remained present before me at the hearing fixed on 23rd September 1970, 16th October 1970, 4th November 1970 and 18th November 1970.

4. In the circumstances, the reference is dismissed for want of prosecution.
Ahmedabad, 3rd December, 1970.

(Sd.) INDRAJIT G. THAKORE,
Presiding Officer,
Industrial Tribunal.
[No. 25(2)/68-LR-I(LR-IV).]

New Delhi, the 8th January 1971

S.O. 279.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the management of Chrestien Mica Industries Limited, Domchanch, Post Office Sibsagar (Domchanch), District Hazaribagh and their workmen, which was received by the Central Government on the 4th January, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
(No. 2) AT DHANBAD**

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 1 of 1970

In the matter of an industrial dispute under Section 10(1) (d) of the Industrial Disputes Act, 1947.

PRESENT:

Employers in relation to the management of Chrestien Mica Industries Limited, Domchanch, Post Office Sibsagar (Domchanch) District Hazaribagh

AND

Their workmen.

APPEARANCES:

On behalf of the employers.—(1) Shri T. P. Chowdhury, Executive Committee Member, Kodormah Mica Mining Association, and

(2) Shri Girdhar Gopal, Personnel Officer.

On behalf of the workmen.—None.

STATE: Bihar.

INDUSTRY: Mica.

Dhanbad, 26th December, 1970/5th Pausa, 1892 Saka

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Chrestien Mica Industries Limited, Domchanch, Post office Sibsagar (Domchanch), District Hazaribagh and

their workmen, by its order No. 20/5/69-LR-IV, dated 9th January, 1970 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the workmen of the Chrestien Mica Industries Limited, Domchanch are entitled to get 10 per cent increase in wages from 1st January, 1968 to 22nd May, 1968? If not to what relief are they entitled?"

2. Workmen as well as the employers filed their statement of demands.

3. It appears that the workmen of Chrestien Mica Industries Ltd., Domchanch (hereinafter referred to as the employers) along with workmen of other mica mines served a strike notice along with a charter of demands on the employers and other mica mines on 24th November, 1967. The notice was served on behalf of the workmen by three unions, Mica Labour Union, Abhrak Mazdoor Panchayat and Abhrak Mazdoor Union. On receipt of the strike notice the Regional Labour Commissioner (C) Dhanbad started conciliation proceedings. The representatives of the unions and employers and other mica mines appeared before the Regional Labour Commissioner. After prolonged discussions the parties arrived at a settlement on 16th December, 1967. The terms of the settlement were as following:—

- (1) It is agreed that 10 per cent increase on the existing consolidated rate (basic and D.A.) will be given to all the daily and monthly-rated employees of mica mines with effect from January, 1968.
- (2) In view of the above the unions agreed to drop this item.
- (3) This agreement will be binding on the parties for a period of one year i.e. till 31st December, 1968.
- (4) In view of the above settlement the unions withdrew their strike notice.

The case of the workmen is that the employers did not pay to their workmen 10 per cent increase in wages in accordance with term No. (1) of the settlement and that as such, they are entitled to the increase from 1st January, 1968 to 22nd May, 1968. The employers pleaded *inter-alia* that in pursuance of the settlement the employers were ready to pay to the workmen their wages at the 10 per cent increased rate with effect from 1st week of January 1968 but the workmen refused to accept the wages at the increased rate and insisted on payment to them at the old rates, that they did not withdraw the strike till it fizzled out on 24th December, 1967, that with a view to coerce the employers the workmen started adopting go-slow tactics, refused to cooperate with the management, started pilferage of mica from the mines, etc. causing a serious loss in production of the mine, that they had no other alternative but to purchase peace unilaterally agreeing to pay 15 per cent increase in wages to all categories of workmen employed in the mines and factories with effect from 1st June, 1968 and have been paying such wages even now and that as such, it is not just to ask the employers to pay in terms of the settlement which was expressly repudiated by objection also is taken that the Central Government was not competent in making the reference. At the earlier stages the workmen were represented by Shri Biswanath Modi, President, Bihar Abhrak Mazdoor Sabha. The employers were represented throughout by Shri Girdhar Gopal, Personnel Officer and on the final hearing by Shri T. P. Chowdhury, Advocate. On the hearings from 16th September 1970 no one was present on behalf of the workmen. On 1st September, 1970 an application through the Superintendent, Central Jail Hazaribagh was received on behalf of Shri Biswanath Modi requesting adjournment on the ground that he and some of the workmen were in jail. His prayer was for an adjournment of the case by one month. The application was allowed and the case was adjourned to 30th November, 1970 stating specifically that no more adjournments were possible. A copy of the proceedings was sent to the General Secretary, Bihar Abhrak Mazdoor Sabha, P.O. Jhumtala, District Hazaribagh, to whom the Ministry had also sent the order of Reference. Yet no one appeared on behalf of the workmen on the subsequent hearings, 30th November, 1970 and 10th December, 1970. Consequently, the case proceeded in accordance with Rule 22 of the Industrial Disputes (Central) Rules 1957. On behalf of the employers a witness was examined and Exts. M-1, M-2(a) to M-2(d) were marked.

4. The claim of the workmen is that they are entitled to get 10 per cent increase in wages from 1st January 1968 to 22nd May 1968. Admittedly, the claim is based upon the settlement, Ext. M1. This settlement was arrived at under Section 12(3) of the Industrial Disputes Act, 1947. The contention of the employers is that the workmen could make their claim before a Labour Court under

Section 33C(2) or under Section 33C(1) of the Industrial Disputes Act, 1947 and, as such it could not lie in the competence of the Central Government to force an additional remedy by making a reference under any of the clauses of Section 10 of the Industrial Disputes Act, 1947. No authority is cited in support of the proposition. The wording of Section 33C clearly shows that the provision is made in the section for recovery of money due from an employer "without prejudice to any other mode of recovery". It follows that the workmen could seek any other mode of recovery also if it is available to them independently of Section 33C. In other words, there can be other modes of recovery in addition to the one provided under Section 33C. For instance, wages due to a workman can be recovered under Payment of Wages Act as well as under Section 33C. In Section 10 I do not find any restriction imposed upon the appropriate Government in making a Reference if the amount in dispute is recoverable under Sec. 33C. Though it is not argued for the employers, I am aware that there are decisions of Madras, Kerala and Punjab High Courts (Madras District Automobile and General Employees' Union v State of Madras—1964-11-L.L.J 407, Burmah Shell Workers' Union v State of Kerala 1960-1-L.L.J 323 and Aminchand Pyarelal v Second Punjab Industrial Tribunal, 1958-1-L.L.J 604) laying down that reference of an industrial dispute, the subject matter of which is arrived at by a settlement under Section 12(3) of the Act would be invalid. But the decisions have clearly pointed out that such a reference would be invalid if it is made during the period of operation of such a settlement. In the instant case term No. (3) of the settlement clearly states "this agreement will be binding on the parties for a period of one year i.e. till 31st December, 1968". In other words, the settlement is not in operation after 31st December, 1968. The present Reference is made by the Order dated 9th January, 1970. Consequently, I do not find any substance in the objection raised by the employers.

5. The settlement, Ext. M1 is admitted by the employers as well as the workmen. In para 13 of their statement the employers have narrated at length the circumstances under which the settlement was arrived at. It is pointed out by MW.1 that the industry of the employers consists of Mines and factories. It is stated that the settlement, Ext. M1 was for an increase of 10 per cent in the rates of wages for all categories of mine workers and this settlement was followed by a similar agreement on 17th December, 1967 for an increase of 10 per cent in the rates of wages for all categories of workmen employed by the factories. It is also stated that in pursuance of this settlement, Ext. M1 the employers prepared their pay sheet, Exts. M2(a) to M2(d) for the factory workers for the 1st week of January, 1968 but the workmen refused to accept such increased wages and that the mine workers having indicated that they would not accept 10 per cent increase in terms of the settlement the employers had no other alternative but to prepare the wage bills in accordance with the old rates. In the rejoinder filed by them also the employers have stated that they were ready to implement the settlement and pay 10 per cent increase in wages. It is not the case of the employers that the settlement, Ext. M1 was not in compliance with Section 12(3) of the Industrial Disputes Act, 1947 or with Rule 58 of the Rules framed under the Act. The question is, when the settlement, Ext. M1 is admitted by the employers and the employers were ready to implement it why should they not pay the increased rates now when the workmen are demanding them. Reply to the question by the employers is that the workmen had expressly repudiated the settlement and that the accounts of the employers have long been closed. As per the terms of settlement, Ext. M1, the employers had to pay 10 per cent increase in the then existing consolidated rate (basic and dearness allowance) to all the daily and monthly rated employees with effect from 1st January, 1968. The terms have not imposed any obligation on the workmen which they had to discharge in performance of the settlement. The question of repudiation arises if the workman had failed or refused to perform their part of the settlement. Term No. (4) of the settlement shows that the unions had withdrawn their strike notice at the time of arriving of the settlement itself. When there was no part of the settlement to be performed by the workmen, the question of their repudiating the settlement does not arise. If they had continued the strike inspite of the settlement, Ext. M1, it could not be in violation of any term of the settlement. The employers could proceed against them in accordance with law if inspite of the dispute having been resolved they did not resume duty. If they had refused to accept the increased wages once, they cannot be debarred from demanding the same now. No question of statutory limitation is involved. The accounts of the employers having long been closed also is no reason to justify refusal on the part of the employers in paying the dues to the workmen. Hence, I do not find any justification on the part of the employers in refusing the increased rates in accordance with the term No. (1) of the settlement, Ext. M1 to the workmen. As per the settlement it was to be in force from 1st January, 1968 to 31st December,

1968. But the Reference is regarding the increased wages from 1st January, 1968 to 22nd May, 1968. Explanation for this can be found in the statement of the employers as well as in the evidence of MW1. It appears that the Government of Bihar in exercise of the powers conferred by Clause (a) of sub-section (1) of Section 5 of the Minimum Wages Act, 1948 read with Government of India, Ministry of Labour & Employment Notification No. LW.1(1-2) (20)/58 dated 27th June, 1960 appointed a Committee to hold enquiries and to advise the State Government in the matter of revising the minimum rates of wages for different categories of employees employed in mica works (factory and mines) in the State of Bihar. New rates recommended by the Committee were payable with effect from 23rd May, 1968.

6. I, therefore, find that the workmen of Chrestien Mica Industries Limited, Domchanch are entitled to get 10 per cent increase in wages on the then existing consolidated rate (basic and dearness allowance) of wages from 1st January, 1968 to 22nd May, 1968. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Government Industrial Tribunal (No. 2),
Dhanbad.
[No. 20/5/69-LR-IV.]

ORDERS

New Delhi, the 28th December, 1970

S.O. 290.—Whereas the industrial dispute specified in the Schedule here to annexed is pending before Shri U. N. Mishra, Presiding Officer, Industrial Tribunal, Bhubaneswar;

And whereas the services of Shri U. N. Mishra have ceased to be available;

Now therefore, in exercise of the powers conferred by section 7A and sub-section (i) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri B.R. Rao, as the Presiding Officer, with headquarters at Bhubaneswar, withdraws the proceedings in relation to the said dispute from Shri U. N. Mishra and transfers the same to said Industrial Tribunal, Bhubaneswar for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law

SCHEDULE

Sr. No.	Parties to the dispute	Reference No. and date of Industrial Tribunal	S.O. of Gazette
			Year of publication
1.	Messrs. Jagda Mining Works, Monopoly Contractors, Jagda Dolomite Quarry of Messrs. Bisra Stone Lime Company Limited, Jagda P.O. Jabaghat, Distt. Sundergarh.	12(10)/70-LR-IV dt. 29-6-70	2436/70

[No. 12(10)/70-LR-IV.]

प्रदेश

नई दिल्ली, 28 दिसम्बर, 1970

फा० आ० 280.—यतः इससे उभावद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद श्री यू० एन० मिश्र, पीठासीन अधिकारी, औद्योगिक अधिकरण, भुवनेश्वर के समक्ष लम्बित है;

और यतः श्री यू० एन० मिश्र की सेवाएं उलभ्य नहीं रही हैं,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 33-ख की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० आर० राव होंगे जिनका मुख्यालय भुवनेश्वर होगा, और उक्त विवाद से सम्बद्ध कार्यवाही को श्री यू० एन० मिश्र से प्रत्याहृत करती है और उक्त कार्यवाही को निपटाने के लिए, उक्त औद्योगिक अधिकरण भुवनेश्वर को इस निदेश के साथ स्थानान्तरित करती है कि उक्त औद्योगिक अधिकरण, कार्यवाही उस प्रक्रम से शुरू करेगा जिस पर वह उसे स्थानान्तरित की जाए और विधि के अनुसार उरुका निपटान करेगा।

अनुसूची

क्रम सं०	विवाद के पक्षकार	औद्योगिक विवाद की		राजपत्र में का० आ०
		संदर्भ	संख्या और तारीख	प्रकाशन का वर्ष
1	2	3	4	
1	मैसर्स बिसरा स्टोन लाइम कंपनी लिमिटेड की जागदा डोलोमाइट क्वैरी के मोनोपोली कंट्रैक्टर्स मैसर्स जागदा माइनिंग वर्क्स, जागदा, डाकघर जावाघाट, जिला सुन्दरगढ़।	12(10)/70-एल०	आर०-4, तारीख 29-6-1970	2436/70

[संख्या 12(10)/70-एल० आर०-4]

New Delhi, the 4th January 1971

S.O. 281.—Whereas an industrial dispute exists between the employers in relation to the management of Pyrites, Phosphates and Chemicals Limited, Post Office Amjhore, District Shahabad (Bihar) and their workmen represented by Elected Representative, of the workers of Pyrites, Phosphates and Chemicals Ltd., Post Office Amjhore, District Shahabad (Bihar);

And whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 19th December, 1970.

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947).

BETWEEN

Name of the parties:

1. Representing the Employers:

Shri T. N. Jaggi, Chief Mining Engineer.

Shri S. S. Gill, Mines Manager (Mines).

Shri M. L. Rajak, Administrative Officer.

2. Representing the workmen:

1. Shri K. C. Das President.

2. Shri J. Narayan, General Secretary.

3. Shri Md. Lukman, Vice-President.

4. Shri S. N. Pathak, Member.

5. Shri Ashok Acharya, Member.

6. Shri Ashok Kumar, Member.

7. Shri Shyam Murari Prasad, Member.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri J. N. Das, Regional Labour Commissioner (Central), Dhanbad.

(i) *Specific matters in dispute.*—Whether the action of the Management of Pyrites, Phosphates & Chemicals Limited, P.O. Amjhore, District Shahabad in laying off the daily-rated workmen with effect from 4 p.m. of 14th November, 1970 to 4 p.m. of 18th November, 1970 as a result of strike by the monthly-rated staff was justified? If not, to what relief the affected workmen are entitled?

(ii) *Details of the parties to the dispute including the name and address of the establishment/undertaking involved.*—(a) Management of Pyrites, Phosphate & Chemicals Limited, P.O. Amjhore, District Shahabad (Bihar) and

(b) 13 workers representing the daily-rated workers of P.P.C. Limited, Amjhore, viz.

1. Shri K. C. Das—President.
2. Shri J. Narayan—General Secretary.
3. Shri Md. Lukman—Vice President.
4. Shri S. N. Pathak—Member.
5. Shri Ashok Acharya—Member.
6. Shri Ashok Kumar—Member.
7. Shri Shyam Murari Pd.—Member and Others.

(iii) *Name of the Union, if any, representing the workmen in question.*—Khan Mazdoor Millat Sangh, Amjhore.

(iv) *Total No. of workmen employed in the Undertaking affected.*—2,173 (approximate.)

(iv) *No. of the workmen affected or likely to be affected by the dispute.*—1,500 daily-rated (approximate.)

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall give his award *within 2 months* or within such further time as extended by mutual agreement in writing. In case the award is not made within the period aforesaid the reference to the arbitrator shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Management's representatives:

1. (Sd.) T. N. JAGGI.
2. (Sd.) S. S. GILL.
3. (Sd.) M. L. RAJAH.

Representatives of the daily-rated workers:

1. (Sd.) K. C. DAS.
2. (Sd.) J. NARAYAN.
3. (Sd.) MD. LUHMAN.
4. (Sd.) S. N. PATHAK.
5. (Sd.) ASHOK ACHARYA
6. (Sd.) ASHOK KUMAR.
7. (Sd.) SHYAM MURARI PRASAD.

I consent.

Witness:

(Sd.) K. RAJAN,
P.P.C. Ltd., Amjhore.

Place: Amjhore.

Date: 14th December, 1970.

(Sd.) J. N. DAS,
R.L.C.(C) Dhanbad.

[No. 10/75/70-LRIV.]

आदेश

नई दिल्ली, 4 जनवरी, 1971

एप० ओ० 281 :—यतः पाइराइट्स, फास्फेट्स, एण्ड कैमिकल्स लिमिटेड, डाकघर अमझोर, जिला शाहबाद (बिहार) के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, जिनका प्रतिनिधित्व पाइराइट्स फास्फेट्स एण्ड कैमिकल्स लिमिटेड, डाकघर अमझोर, जिला शाहबाद (बिहार) के कर्मकारों के चुने हुए प्रतिनिधि करते हैं, एक औद्योगिक विवाद विद्यमान है;

और यतः उक्त नियोजकों और कर्मकारों ने औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थता के लिए निर्देशित कर दिया है और उक्त माध्यस्थता करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थता करार को, जो उसे 19 दिसम्बर, 1970 को मिला था, एतद्वारा प्रकाशित करती है ।

औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

करार

पक्षकारों के नाम :

नियोजकों का प्रतिनिधित्व करने वाले :

1. श्री टी० एन० जग्गी !
मुख्य खनन इंजीनियर ।
2. श्री एस० एस० गिल,
(खान प्रबन्ध खान) ।
3. श्री एम० एल० राजक,
प्रशासन अधिकारी ।

कर्मकारों का प्रतिनिधित्व करने वाले :

1. श्री के० सी० दास, अध्यक्ष ।
2. श्री जे० नारायण, प्रधान सचिव ।
3. श्री मु० लुकमान, उपाध्यक्ष ।
4. श्री एस० एन० पाठक, सदस्य ।
5. श्री अशोक आचार्य, सदस्य ।
6. श्री अशोक कुमार, सदस्य ।
7. श्री श्याम मुरारी प्रसाद, सदस्य ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्वारा श्री जे० एन० दास, प्रादेशिक श्रमायुक्त (केन्द्रीय), धनबाद के माध्यस्थता के लिए निर्देशित करने का करार किया गया है ।

(1) विनिर्दिष्ट विवाद अस्त विषय :

क्या पादराइड्स, फास्केट्स एण्ड कैमिकल्स लिमिटेड, डाकधर अमझोर, जिला शाहबाद के प्रबन्धतंत्र की, मासिक दर के कर्मचारियों द्वारा की गई हड़ताल के परिणामस्वरूप दैनिक दर के कर्मकारों को 14-11-1970 के 4 बजे अपराह्न से 18-11-1970 के 4 बजे अपराह्न तक काम से जबरी छुट्टी देने की कार्यवाही न्यायोचित थी ? यदि नहीं, तो प्रभावित कर्मकार किस अनुवोध के हकदार हैं ?

- (2) विवाद के पक्षकारों का विवरण, जिसमें अंतर्बलित स्थापन या उपक्रम का नाम और पता भी सम्मिलित है ।
- (क) पाइराइट्स, फास्फेट्स एण्ड कैमिकल्स लिमिटेड, डाकघर अमशोर, जिला धनबाद (बिहार) ; और
- (ख) पाइराइट्स, फास्फेट्स एण्ड कैमिकल्स लिमिटेड, अमशोर के दैनिक दर पर काम करने वाले कर्मकारों का प्रतिनिधित्व करने वाले 13 कर्मकार; अर्थात्
1. श्री के० सी० दास—अध्यक्ष
 2. श्री जे० नारायण—प्रधान सचिव
 3. श्री मु० लुकमान—उपाध्यक्ष
 4. श्री एस० एन० पाठक—सदस्य
 5. श्री अशोक आचार्य—सदस्य
 6. श्री अशोक कुमार—सदस्य]
 7. श्री श्याम मुरारी प्रसाद—सदस्य और अन्य
- (3) यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो, तो उसका नाम ।
- (4) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या 2173 (लगभग)
- (5) विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या 1500 दैनिक दर के $\frac{2}{3}$ (लगभग)

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर बाबद्ध कर होगा ।

मध्यस्थ अपना पंचाट दो मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा । यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम् के लिए निदेश स्वतः रह हो जाएगा और हम नए माध्यस्थम् के लिए बातचीत करने को स्वतंत्र होंगे ।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले

कर्मकारों का प्रतिनिधित्व करने वाले

1. (ह०—) टी० एन० जङ्गो
2. „ एस० एस० गिल
3. „ ए० ए० राजक

1. (ह०—) के० सी० दास
2. „ जे० नारायण
3. „ मु० लुकमान
4. „ एस० एन० पाठक
5. „ अशोक आचार्य
6. „ अशोक कुमार
7. „ श्याम मुरारी प्रसाद

संक्षेप

1. (ह०—)के० राजन

(ह०—)जे० एन० दास

पाइरेट्स फास्केट्स एण्ड कैमिकल्स लिमि- प्रादेशिक श्रमायुक्त (केन्द्रीय), धनबाद .
टेड, भूमक्षोर ।

भूमक्षोर, तारीख

14-12-1970

[सं० 10/75/70-एल० आर०-4]

पी० सी० मिश्र, सचिव ।

(Department of Labour & Employment)

New Delhi, the 8th January 1971

S.O. 282.—Whereas the Central Government is of opinion that the minimum rates of wages should be fixed under the Minimum Wages Act, 1948 (11 of 1948) in respect of employment in white clay mines covered under the Mines Act, 1952 (35 of 1952);

Now, therefore, in exercise of the powers conferred by section 27 of the said Act, the Central Government hereby gives notice of its intention to add the said employment to Part I of the Schedule to the said Act.

Any suggestions or objections which may be received from any person in respect of the said addition on or before the 15th April 1971 will be considered by the Central Government.

[No. LWI-I-2(36)/67-WE(MW).]

HANS RAJ CHHABRA, Under Secy.

(श्रम और रोजगार विभाग)

नई दिल्ली, 8 जनवरी, 1971

का० आ० 282.—यतः केन्द्रीय सरकार की राय है कि खान अधिनियम, 1952 (1952 का 35) के अन्तर्गत आने वाले श्वेत मिट्टी की खानों में नियोजन की बाबत मजदूरी की न्यूनतम दरें न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) के अधीन नियत की जानी चाहिए ।

अतः, अब उक्त अधिनियम की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिनियम की अनुसूची के भाग 1 में उक्त नियोजन को जोड़ने के अपने आशय की सूचना देती है ।

उक्त जोड़ने के बारे में जो आक्षेप या सुझाव किसी व्यक्ति से 15 अप्रैल, 1971 को या पूर्व प्राप्त होंगे उन पर केन्द्रीय सरकार विचार करेगी ।

[सं० एल० डब्ल्यू० आई०-आई०-2(36)/67-डब्ल्यू ई (एम डब्ल्यू)]

हंसराज छाबड़ा, अवर सचिव ।

(Department of Labour and Employment)

New Delhi, the 8th January 1971

S.O. 283.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the Lakshmi Commercial Bank Limited and their workmen, which was received by the Central Government on the 2nd January, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: DELHI

PRESENT:

Shri R. K. Baweja, Central Government Industrial Tribunal, Delhi.

The 7th December, 1970/16th Aghraayan, 1892 (S)

CG. I.D. No. 2 of 1969

BETWEEN

The employers in relation to the Lakshmi Commercial Bank Limited,

AND

Their workmen.

Shri N. C. Sikri—for the bank.

Shri Madan Mohan—for the workmen.

AWARD

The Central Government by Order No. 23/126/68-LRIII, dated 23rd April, 1969 referred for adjudication an industrial dispute existing between the employers in relation to the Lakshmi Commercial Bank Limited (hereinafter to be referred as bank), and their workmen in respect of the matter specified in the schedule below:—

“Whether the demand of the workmen of the Lakshmi Commercial Bank Delhi for discontinuance of the practice of taking personal surety bonds from the cashiers employed in the bank is justified? If so, to what relief are the workmen entitled?”

2. The Lakshmi Commercial Bank Employees' Union (hereinafter to be referred as Union), which took up the case of the workmen alleged in the statement of claim that there was a practice prevailing in the bank according to which the cashiers were required to deposit cash security to the extent of Rs. 3,000/- and in addition, they were required to furnish personal surety bonds guaranteeing reimbursement of any loss that the bank might suffer on account of any default on the part of the cashiers. Before the Bi-partite settlement dated 19th October, 1966 between the banks as represented by the Indian Banks Association and Bombay Exchange Banks Association, Bombay and their workmen as represented by All India Bank Employees Association and All India Banks Federation, the system of taking guarantee from contractor, treasurers and guaranteed cashiers was in vogue but its abolition was directed in the settlement and it was agreed between the banks Associations and the employees Associations that the cashiers should furnish cash security and/or fidelity policy to the bank. That settlement was not applicable to the Lakshmi Commercial Bank as it was a C Class Bank but it was made applicable to this bank and certain other banks which were members of the Northern India Banks Association vide another settlement dated 2nd January, 1967 between the Northern India Banks Association and the All India Bank Employees' Association. The two aforesaid settlements, it was alleged by the union, covered almost the entire banking industry. There was, however, no specific provision in both the settlements as to the furnishing of surety bonds by the cashiers employed in the banks. The union stated that most of the banks after the settlement dated 19th of October, 1966 never asked their cashiers to furnish surety bonds and that they were only content in getting the cash security and/or fidelity bonds. It was alleged that the continuance of this system of getting surety bonds from the cashiers in addition to the cash securities was not justified and that it left this category of employees at the mercy of the guarantors. It was averred that it was not unusual that sometimes relations between the guarantors and cashiers deteriorated resulting in the withdrawal of the surety bonds leading to the termination of their services. It was, therefore, prayed that the bank be directed not to require the cashiers to furnish surety bonds and to release the sureties from their liabilities under the surety bonds in respect of the existing cashiers.

3. The bank in its written statement raised several preliminary objections. It was stated that neither the union nor the cashiers had raised any demand with regard to the matter covered by the reference and as such there was no industrial dispute between the parties. Another point raised in the written statement was that the settlement dated the 19th of October, 1966 between the bank and the union was still in force, that it settled all the disputes and controversies between the parties and for that reason the demand covered by the reference was untenable and bad in law. The third objection was that the alleged demand with regard to the abolition of the surety bonds not only affected the employees of the bank at Delhi but also the employees of its other branches in the various States of the country and that as it was a question of national importance, it should have been referred to the National Tribunal. The plea of estoppel was also raised. On merits, it was pleaded that the system of getting surety bonds in addition to the cash securities had been prevalent in the bank long long ago which was neither disturbed by the Desai Award or Sastri Award or by the Bi-partite settlement, that it was also prevalent in the other banks as a part of the conditions of service of the cashiers and that this was necessary in the interest of the depositors and also in order to safe-guard the interest of the bank. The bank, it was stated, was justified to cover the risk involved in keeping considerable cash with the cashiers. A rejoinder was also filed by the union in reply to the written statement.

4. The above pleadings of the parties gave rise to the following issues:—

- (1) Whether a demand notice in respect of the dispute was served on the bank? If not, its effect.
- (2) Whether the reference is incompetent and bad in law for the reasons given in para. 1(ii) and (iv) of the preliminary objections?
- (3) Whether the union is estopped from raising this dispute?
- (4) As in the term of reference.

Issue No. 1:

5. The objection of the bank was that as no demand was made either by the cashiers or their union in respect of the dispute covered by the term of reference, there was no industrial dispute between the parties which could be referred for adjudication by the Government to this Tribunal in view of the rule of law laid down in *Sindhu Resettlement Corporation Limited v. Industrial Tribunal of Gujarat* (A. I. R. 1968-SC-529). On the other hand, Shri Madan Mohan on behalf of the union contended that this demand was made on the management. In that connection, he drew my attention to a copy of the petition dated 18th September, 1967 which, it was alleged, was submitted to the general manager by the cashiers. It was pointed out that it was given to one Miss Omi who was then the receipt clerk of the bank and she acknowledged its receipt and stamped it with the bank seal. In this letter a demand was made on the bank to release the sureties accepted from the cashiers. Besides this, some other demands were also made with which I am not concerned in these proceedings. In this petition, there was a reference to the earlier demand dated 16th of June, 1967 in which the management was requested to consider some other demands regarding the conditions of service vide Ext. W/2. This, too bears, the stamp of the bank and was received by the same employee Miss Omi. The union in its letter dated the 19th of January, 1968 submitted a list of the pending issues between it and the management and in this one of the issues related to surety bond and security from cashiers vide Ext. W/3. On the 7th of March, 1968 there was another submission made to the bank by the cashiers in which reference was made to the agreement dated the 19th of October, 1966 and the bank was requested for the acceptance of some of their demands but not the one which is the subject-matter of the reference vide Ext. W/4. The receipt of this letter is admitted by the bank but the others of which the copies are Exts. W/1 to W/3 are denied. The contention advanced on behalf of the bank was that in fact these letters were not submitted to the management and that in collusion with Miss Omi, who was in sympathy with the cashiers concerned, her signatures were obtained on these copies latter on and the seal of the bank was put. In order to prove that these letters were handed over to the receipt clerk of the bank, the union produced evidence to which I shall now refer. Shri S. D. Kumar Gogia, WW1 was the president of the union in 1967 and he is now special assistant. He stated that a petition on behalf of the cashiers of the bank dated the 18th of September, 1967 was handed over to the receipt clerk, Miss Omi, who signed on the copy as a token of having received it and put the seal of the bank. He identified her signatures. He further continued that before this, another petition dated 16th of June, 1967 was also submitted to the bank. The petition dated the 19th of January, 1968, according to the witness, bore the

signatures of Shri H. C. Kalra who was secretary of the union. Representation dated the 7th of March, 1968 was alleged to have been received by one Operesh Rajan. Miss Omi is now-a-days in one of the branches of the Syndicate Bank though her father is a manager of the Meerut branch of the bank. The other witness in this connection is Shri Harish Chander Kalra WW3, special assistant and he was a secretary of the union in 1968. He deposed that the letter of which a copy is Ext. W/3 bore his signatures and that he identified the signatures of the cashiers on the other petitions. All the cashiers, the witness added, signed in his presence. It was admitted by the bank that Miss Omi was the receipt clerk at the time when these petitions were alleged to have been submitted and that the seal was that of the bank. Miss Omi was not produced by either party. Shri Sikri on behalf of the bank, drew my attention to the statement of Shri O. P. Gupta, MW4, Assistant Labour Commissioner (Central). He was the conciliation officer before whom conciliation proceedings were taken. He stated that for the first time, this dispute was raised before him by the union vide letter dated the 10th of May, 1968, a copy of which is Ext. M/8. In this letter, there is no mention of the present demand of the union regarding the abolition of the surety system. In his record there is no mention that the copies of the letters Exts. M/2 to M/6 were produced before him or were handed over to the management in his presence. These were representations alleged to have been made by the union or the cashiers to the bank. Shri Gupta continued that on the 2nd of November, 1968 the union gave a statement of demands in which one of the demands was regarding the abolition of the surety bonds. These demands were discussed on the 2nd of November, 1968. It is written in his proceedings of that date that the union insisted that the cashiers should not furnish surety alongwith the cash security prescribed under the Bi-partite settlement. Shri Sikri contended that for the first time the demand in dispute was made by the union on the 2nd of November, 1968 and that before that no demand was made. According to him, the representations which are alleged to have been made earlier to the management regarding the present demand were, therefore, forged and were made in collusion with Miss Omi. The possibility that the union was not very keen about this demand and for that reason did not include it in its letter dated the 10th of May, 1968 cannot be excluded. Later on, it might have taken this demand as well. So, this circumstance in itself is not a sufficient reason to hold that the demand regarding the abolition of the surety bonds was not made in 1967 on the bank by the cashiers or their union, particularly when the copies bear the seal of the bank and the signatures of the receipt clerk. The other piece of evidence which the bank could produce in order to state that the evidence adduced by the union was not correct was the receipt register maintained by it. Had that register been produced which was admittedly in the custody of the bank it could be ascertained if these documents, the genuineness of which is now disputed, had been received by the bank. Under these circumstances, after weighing the evidence, I am inclined to take the view that the allegation of the union that the demand regarding the abolition of the surety bonds was made on the management has been proved. In the conciliation proceedings also, this plea was never raised by the bank that they had not received the petitions with regard to it and hence it was not an industrial dispute. I shall, therefore, decide this issue in favour of the workmen.

Issues No. 2 and 3:

6. The Bipartite settlement dated the 19th of October, 1966 did not apply to the bank and so, another settlement dated the 2nd of January, 1967 between the Northern India Banks Association of which the bank was a member, and their workmen as represented by the All India Bank Employees Association was arrived at as a result of which the Bi-partite settlement was made applicable to the bank. It was stated that as the union did not demand the abolition of the surety bond system at that time it could not do so now, and that for that reason it was estopped from raising it. Had this point been settled in the Bi-partite settlement or in the subsequent settlement between the parties, of course, this point could not be re-agitated so long as those settlements remained in force. But this demand was not made there and is not covered by those settlements. Under these circumstances, I fail to understand as to how the union is debarred from raising it now or is estopped from doing so. These two objections are, therefore, not tenable and are over ruled.

7. The other point raised was that as the bank had branches in more than one State, it was a dispute of national importance and that the reference should have been made to a National Tribunal by the Government under section 7-B of the Industrial Disputes Act, 1947. For that reason, it was contended that the reference was bad in law and was not maintainable. Section 7-B empowers the Central

Government by notification in the Official Gazette, to constitute one or more National Industrial Tribunals for the adjudication of industrial disputes, which in the opinion of the Central Government, involve questions of national importance or are of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes. It is clear from these provisions that the reference could be made only when the Central Government was of the opinion that the industrial dispute involved questions of national importance or that the nature of the dispute was such that industrial establishments situated in more than one State were likely to be interested in, or affected by such disputes. On such reference being made to the National Tribunal, the jurisdiction of the Labour Courts or Tribunals is, of course, barred. If the Central Government has not done so, this Tribunal can hardly hold that the reference is incompetent and is bad in law. For this purpose, the bank should have made this request in conciliation proceedings to the Central Government and this plea is, therefore, not tenable when the reference has once been made. For the aforesaid reasons, both these issues are decided against the bank.

Issue No. 4 (Term of Reference):

8. In the Sastry Award, the question of cash deposits, fidelity bonds and other securities furnished by the staff was considered under Chapter XXI. In para. 424 it was observed by that Tribunal that the amounts, for which such security might be taken, would naturally vary with the kind of work that was allotted to the various categories of workmen. No arguments were addressed to the Tribunal as regards the quantum. So, no directions were given under that head. It was, however, directed that as a general rule, the banks should not fix very high amounts, but should as far as possible take such minimum amount only as was proper in each case. After this, came the Desai Award. The Desai Tribunal relied on the observations made by the Sastry Tribunal and directed as follows in para. 12.11 of his award:—

"I accordingly direct that a bank will be at liberty to demand security from (i) workmen employed in the cash department other than members of the subordinate staff, (ii) ledger-keepers and (iii) godown-keepers in charge of stocks and from no other workmen."

In Para. 12.13 the Tribunal said that the security could only be demanded by banks where the performance of the duties attached to the office in connection wherewith security could be demanded constituted a substantial part of the duty of such workman. Regarding the abolition of guarantee treasures system, contractor cashier system and chief cashier's system, the Tribunal observed that that system prevailed in certain banks and though it had certain undesirable features, the dispute sought to be raised was not covered by any of the items referred to it for adjudication and so, it had no jurisdiction to entertain the same. So, the contractor cashier system and the furnishing of securities continued even under the Desai Award. Then came the Bi-partite settlement in October, 1966. It superseded paragraphs 12.11 and 12.13 of the Desai Award and provided that security deposit (including a fidelity policy at the employee's own cost), be required only from the clerks in the cash department, including assistant head cashiers and head cashiers, godown-keepers in charge of stocks, cashier-cum-godown-keepers and not more than one cashier-cum-clerk per branch or office. In para. 16.4 it was laid down that the security deposits (including fidelity policies) would be continuing securities and the limit would be from Rs. 1000/- to Rs. 2,500/- from workmen staff other than the head cashiers. The bank in its discretion could agree that a part or whole of the amount might be covered by a fidelity policy at the employee's own cost. It was nowhere stated therein that the bank should be debarred from taking surety bonds from the staff dealing with cash. As the bank was not a party to the Bi-partite settlement, it was made applicable to it by a settlement dated the 2nd of January, 1967, a copy of which is Ext. M/1. The Northern India Banks Association on behalf of several banks namely, the New Bank of India Ltd., National Bank of Lahore Ltd., Oriental Bank of Commerce Ltd., Lakshmi Commercial Bank Ltd. and Punjab and Sind Bank Ltd., signed that agreement besides the representatives of the various Associations of the employees as specified therein. After this settlement, the provisions of the Bi-partite settlement applied to the bank and the contention of the workmen is that when that document provides for the taking of cash security upto Rs. 2,500 or the fidelity bonds at the employees own expense at the discretion of the bank, there is no justification as to why the bank should insist on getting surety bonds over and above those securities. It was admitted by Shri S. D. Kumar Gogia WW 1 that, before 1957 the bank used to get surety-bonds from the cashiers and even before the Sastry Award and that it was only in 1967 that this question of the abolition of surety bonds cropped up when the guarantor of one Shri Kuldeep cashier withdrew the surety. Shri O. P. Verma WW 2 who is supervisor in the Oriental Bank of Commerce deposed that after the settlement Ext. M/1 the cashiers are not required to furnish

surety in any of the banks which were members of the Northern India Banks Association. He further added that this practice does not obtain now in any other nationalised banks and the National and Granddleys Bank which is a foreign bank. Shri Harish Chander Kalra WW 3 who is a special assistant in the bank deposed that the National Bank of Lahore and the New Bank of India do not take any surety bonds from their cashiers but he did not know about the Punjab and Sind Bank. He further added that the big banks also do not take any surety bonds. Shri Jagdish Oberoi WW 4 who is a special assistant in the National Bank of Lahore stated that in early 1969, the cashier contractor system in his bank was abolished and that in all the fourteen nationalised big banks, that system was not in vogue. He was, however, not sure if the system exists in the Punjab and Sind Bank. He further added that neither the All India Bank Employees' Association nor the Delhi State Bank Employees' Federation had written to the bank for the abolition of this system. Shri Madan Gopal Katyal MW 2, staff manager of the National Bank of Lahore, admitted that a year back the cashier contractor system was abolished in his bank but he added that after the abolition of that system, they still got cash security and the surety bonds from the cashiers. The National Bank of Lahore is a member of the Northern India Banks Association and was a party to the settlement Ext. M/1. The witness asserted that besides his bank, Punjab and Sind Bank and New Bank of India take surety bonds from the cashiers but he was not sure about the Oriental Bank of Commerce. In cross-examination he admitted that when the cashier contractor system was there, the cashier contractor took bonds from the cashiers and that his bank had not taken the surety bonds from the cashiers after the abolition of that system. The cashiers who were released from the cashier contractor system were not asked to furnish surety bonds but the new appointees were asked to produce the surety bonds. In July, 1969, the witness added, one Ashok Kumar Luthra was appointed cashier and the latter furnished a surety bond in an amount of Rs. 5,000/-. The witness produced a copy of that bond vide Ext. M/7. The next witness in this connection is Shri Harish Chander Katyal MW 3 staff superintendent of the New Bank of India which was also a party to the settlement Ext. M/1. This witness deposed that after the abolition of the cashier contractor system his bank was still getting surety bonds and cash securities from the cashiers. Ten to fifteen new cashiers were appointed after the abolition of the cashier contractor system and they gave surety bonds without any exception. Shri J. L. Sawhney MW 6 is the secretary of the Laxmi Commercial Bank, New Delhi. He stated that after the settlement, the bank reduced the cash security from Rs. 3,000/- to Rs. 2,500/-. According to him, if the demand of the union is conceded it will have repercussions on employees of all the branches and the bank will suffer in the sense that it will not make good the losses if some cashier misappropriates the money of the bank. In his cross-examination, he deposed that even in foreign banks this system is in vogue and in the case of nationalised banks it is still continuing.

9. As discussed above, the witnesses for the union have stated that after the Bi-partite settlement in October, 1966, all the fourteen nationalised banks and other banks who were parties to that, have abolished this system. It was also deposed by them that the New Bank of India, the Oriental Bank of Commerce and the National Bank of Lahore have also done away with this system. But the officers of the New Bank of India and the National Bank of Lahore who have been produced by the management make a contrary statement and state that this system is still in vogue in their banks. No officer of the fourteen nationalised banks nor any other officer whose bank was a party to the Bi-partite settlement was produced before me by either party in order to prove if the system of getting surety bonds from the cashiers still continues. But as far as the banks which were parties to the settlement Ext. M/1 are concerned, three of them have appeared and stated that as the Bi-partite settlement as extended to their banks did not prohibit the taking of surety bonds from the cashiers, they are still continuing to get the same from such employees. The reasons given during the course of arguments for the abolition of this system by the counsel for the union were that the bank should be satisfied with the cash security as mentioned in the settlement and that if any extra security was taken the concerned workmen were put to hardship and that they would be at the mercy of the guarantors. On the other hand, the bank's case was that this was necessary in order to safeguard the interest of the depositors and the bank, inasmuch as the cashiers handle considerable cash and if any one of them misappropriates some money, the bank cannot make good the losses and that the cashier's security can adequately protect it against those losses. It was, therefore, stated that it was one of the necessary terms and conditions of service to be satisfied by a person who entered the service of the bank as cashier and that the adjudicator could not interfere with the internal affairs of the bank till it was shown that the bank adopted that course with a view to harass any worker or was actuated by any *mala fides*. This system has been in vogue for more than two decades and no evidence was brought on the record to show that

this bank or any other bank has misused this system to the detriment of the workmen. There is not an iota of evidence on the record to indicate that in any particular case the bank without any justification rejected the surety bond furnished by any workman or any guarantor at its instance withdrew the guarantee and the workman was removed from service. In the absence of such evidence to prove that this system has adversely affected the interest of the workmen, I do not think that I shall be justified in directing the bank to scrap it. I may add here that neither in the Bi-partite settlement nor in the settlement entered into between the Northern India Banks Association and the unions this point was specifically raised that in view of the cash securities/fidelity policies, the furnishing of the surety bonds was no more required and that it had operated in a way which was injurious to the interest of the workmen. It is also not the case of the union that surety bonds for high amounts were required by the bank which a cashier could ill-afford to furnish. Under these circumstances, I see no justification to interfere with this system and the reference is ordered against the workmen. They are not entitled to the relief sought for and the award is made accordingly.

(Sd.) R. K. BAWEJA,

Central Government Industrial Tribunal, Delhi.

7th December, 1970.

[No. 23/126/68-LRIII.]

S.O. 284.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Indian Airlines and their workmen, which was received by the Central Government on the 4th January, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE NO. CGIT-6 OF 1969

PARTIES :

Employers to the Indian Airlines

AND

Their workmen.

PRESENT :

Shri A. T. Zambre, Presiding Officer.

APPEARANCES :

For the employers.—Shri G. B. Pai, Advocate, Shri O. C. Mathur, Advocate and Shri B. A. Deshmukh, Officer on Special Duty.

For the Workmen.—Shri H. K. Sowani, Advocate, Shri K. B. Rao, President, I.A.T.A., Shri H. K. Ghosh, General Secretary, Shri M. I. Soans, Central Executive Member and Shri H. K. Ghosh, Chairman, Calcutta.

STATE: Maharashtra.

INDUSTRY: Airlines.

Bombay, dated 24th November, 1970

AWARD

The Government of India, Ministry of Labour Employment and Rehabilitation, Department of Labour and Employment, by their Order No. 16/12/68-LRIII dated 19th November 1969 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Indian Airlines and their workmen in respect of the matters subsequently amended as specified in the following schedule:—

SCHEDULE

“Whether the demand of the Indian Aircraft Technicians Association for an additional increment at the 13th stage and above in the scale of pay of Aircraft Technician, in the Indian Airlines, is justified? If so, what relief are they entitled to and from what date?”

2. The employees of the Indian Airlines (hereinafter referred to as the Corporation) are represented by two trade unions. One of them, the Air Corporation Employees' Union (hereinafter referred to as the 'Union') is a general union and claims to represent all the employees both technical and non-technical. The other

union the Indian Aircraft Technicians Association, (hereinafter referred to as the IATA or 'Association') represents only the aircraft technicians whereas the above schedule will show that the dispute referred by the order pertains only to the increment at the 13th stage to the aircraft technicians demanded by the IATA. The facts and circumstances leading to such a lopsided dispute may be stated in brief as follows:—

3. The National Industrial Tribunal presided over by Shri G. D. Khosla passed an award in the dispute between the Air India Corporation and its employees in respect of various demands such as wages, dearness allowance, leave, fitment etc. In that reference the Tribunal was asked to determine the relationship which the wage structure of Air India should bear to the wage structure of the Indian Airlines with respect to comparable categories of workers and the learned Tribunal after hearing the parties examined the question and made the observation that the two Corporations were so similar in their constitution and objectives that there should be not only similarity in the wage structure but parity; and after this award both the unions the ACEU and the IATA submitted charters of demands to the Corporation for the revision of pay scales, dearness allowance etc. The union filed the charter of demands for the employees including the technicians whereas the association submitted the demands only on behalf of the technicians.

4. After these charters the Corporation started direct negotiations with the representatives of the ACEU but they were reluctant to initiate discussions with the Association contending that the association was not a recognized bargaining agent. The association thereupon called its members to observe work to rule and work to trade with effect from 27th October, 1966 and the management was moved. But instead of discussing the matter directly with the Association the Corporation requested the Chief Labour Commissioner to start conciliation proceedings in respect of the demands made by the Association. Thus the Corporation was directly negotiating the demands with the union and the conciliation proceedings were also going on with the association simultaneously. The Corporation entered into an agreement with the union on 1st February 1967 and this agreement with the union contained the terms and conditions of service in respect of all the employees including the technical staff. The association had for the technical staff made some demands which were different and additional to the demands made by the union in the agreement with the union. The Corporation had not agreed to these demands and hence the association did not sign the same agreement which was signed by the union and hence the Chief Labour Commissioner kept the question about the additional demands of the increment open and the association signed another agreement the same day.

5. After this agreement the Association wrote to the Corporation to consider the question about the increment at the 13th stage and other questions such as the aircraft technicians' grade, redesignation etc. But the Corporation did not accept the demand about the increment at the 13th stage and hence the association referred the dispute for conciliation before the Chief Labour Commissioner which was referred to the Regional Labour Commissioner, Bombay to enter into conciliation. But it ended in failure and on the failure report Government referred the dispute about increment to this Tribunal for adjudication forwarding copies of the request order any to the two parties the management and the IATA.

6. The Association IATA has by its statement of claim contended that the basic approach of the parties in revising the then existing scales was to bring them in line with the scales prescribed by the N.I.T. for the comparable categories of workmen in Air-India which was expressed by the Tribunal and accepted by the Corporation. After the award the association and the ACEU union submitted their charters of demands and the management entered into an agreement with the union. It is alleged that the management offered better scales and also almost point to point adjustment in the revised scale to the non-technical staff of the Corporation which was represented by the ACEU union. But in respect of the technical staff which was represented by the ACEU discrimination was made and the staff was not offered point to point adjustment or any additional increment as was done in the case of the non-technical staff. The Association was wholly the union of the technical staff and had requested the Corporation to treat the technical staff alike but the Corporation put forth difficulties about the heavy financial burden following the grant of point to point adjustment to the technical staff and did not accede to the request.

7. The IATA has contended that the Chief Labour Commissioner during the conciliation had suggested to the management to consider giving one additional increment at the 13th stage and above in the scale of pay of the aircraft technicians in the grade of 3 to 6 in addition to the fitment formula. The representatives of the Corporation had also accepted the suggestion with a view to create and foster

better relations and the meeting was adjourned for a draft to be made by the Labour Commissioner. The next day the representatives of the Corporation stated that the ACEU opposed to giving one increment at the 13th stage to the technicians in the grade of 3 to 6 and hence the representative withdrew the offer and therefore the CLC introduced the paragraph in the agreement about the demand of the Association for the grant of increment at the 13th stage and above and the issue was kept open and was to be taken up for further conciliation under the Industrial Disputes Act.

8. It is contended that surprisingly in the agreement to be signed with the ACEU union the management had at the instance of the union added the clause about treating the award if any passed in the dispute to be raised by IATA at the intervention of the Chief Labour Commissioner to be incorporated in the settlement, and the Corporation had also undertaken not to enter into any consent terms with the IATA which would alter the terms in their agreement. The management was bound under the said undertaking given to the ACEU and therefore could not have accepted the change in the fitment formula and this reference in the submission of the association was therefore made to get over the undertaking given to the ACEU so that the Corporation can accept the suggestion made by the CLC for granting one additional increment at the thirteenth stage and above in the pay scale of the aircraft technicians grade 3 to 6 and therefore it was simply a matter of giving the seal of an award to the proposal made by the CLC which was accepted by both the IATA and the Corporation and it was not necessary to enter into the merits of the demand.

9. In the alternative it has been further contended that the non technical staff of the Corporation has been fitted into the new scales on almost point to point basis. The technical staff however was not so treated. In fact upto eight completed years of service workman of the technical staff would get only two increments while an employee on the non-technical side would be getting nine increments on completing eight years service. The employee in the 13th stage and above on the technical side would lose about 8 increments while the employee in the 13th stage on the non-technical side would get 12 increments. Thus the corporation had made a discrimination between the non-technical and technical staff without any rhyme or reason which was invidious and arbitrary and the technical staff was entitled to be given the same treatment as was given to the non-technical staff in the matter of fitment. The Corporation however had raised the question about burden and the association had agreed as a matter of gesture to reduce its claim to two increments. The Chief Labour Commissioner had reduced it to one increment and the technical staff is at least entitled to the increment at the 13th stage and above.

10. The Corporation has by its statement and rejoinder admitted that after the N.I.T. award the union and the association had served the Corporation charters of demands in respect of pay scales, dearness allowance etc., but have denied the allegations made by the Association and have contended that the ACEU union was the only union recognised as the bargaining agent for all the categories of the employees including the technicians and the Corporation could not enter into any direct negotiations with the association. It has denied the suggestions that the Corporation had sided with the ACEU and has contended that the Corporation negotiated the demands with the ACEU and have arrived at an amicable settlement dated 1st February, 1967 and the dispute having been resolved by the settlement which provided for the increments in the scale of pay and the increase by way of adjustment the demand made by the association was not maintainable.

11. The Corporation has submitted that the award of the National Industrial Tribunal in Ref. NIT 1/64 was not binding on the Corporation. It is alleged that though the Tribunal has observed about the similarity in the wage structure it also took notice of the difference between the Air India and Indian Airlines Corporation in the matter of parity or near parity being maintained. The union which was the bargaining agent for the technical as well as non-technical employees at that time was content with the terms of settlement. The association had raised a wholly misconceived and unwarranted controversy regarding the fitment and additional increment at the 13th stage. The ACEU union was apparently convinced of the untenable demand of the Association and as such the union could not have obviously pressed the same. They have denied that the union did not press the demand due to any trade union rivalry or any other motive. They have denied that the Corporation was convinced about the justification of the demand of the association and there was no question of the Corporation surrendering to the alleged pressure of the union or of any undertaking as alleged.

12. The Corporation had denied the contention that during the conciliation proceedings the Chief Labour Commissioner was convinced of the justification of the demand of the association and had suggested the grant of any one additional increment at the 13th stage in the scale of pay of the aircraft technicians in grades 3 to 6, or the representative of the Corporation had accepted the suggestion. It has contended that there was no suggestion by the C.L.C. or concession by the Corporation and but the outstanding clause keeping the demand about the additional increment open was introduced in the agreement at the suggestion of the Chief Labour Commissioner and in view of the controversy the Corporation did not object to that clause.

13. They have denied the allegations that the ACEU was opposed to the giving of one increment at the 13th stage to the technicians and hence the Corporation had withdrawn the offer to give an additional increment. It is contended that there was no assurance or undertaking given by the Corporation to the union in the earlier settlement and the suggestion that the Corporation had agreed to grant one increment to the technicians at the suggestion of the C.L.C. was inconceivable and misconceived. The Corporation had denied the allegations about breach of faith and has contended that they had not made any concessions before the Chief Labour Commissioner. The stand taken by the Corporation before the Regional Labour Commissioner during the conciliation proceedings of the present dispute was the same as that taken at the time of signing the settlement with the association and the union. They have denied the allegations that the present reference was made to get over the alleged undertaking and was for a seal to be given to the proposal made by the Chief Labour Commissioner. The Corporation was very seriously contesting the demand of the association and the merits of the demand of the association will have to be determined in the present adjudication.

14. Regarding the merits of the demand the Corporation has contended that the statements produced along with the statement of claim showing the effect of the settlement on the emoluments of the technical and non-technical staff will clearly prove that the technical categories of the employees in fact would receive on the whole more benefits than the non-technical categories. The Corporation had given fitment to all the categories of employees technical as well as non-technical according to the terms of the settlement and there was no question of discrimination and the technicians are not entitled to the additional increment.

15. After the preliminary hearing of this reference was over the ACEU made an application for impleading the union as a party to the said reference on behalf of the concerned workmen not represented by the association. The application was made at a very late stage. The reference order itself stated that the demand was made by the IATA and I was not inclined to grant the application. On the next day the union made another application and as both the parties had no objection for joining the union in the proceedings the application of the union was accepted. It was ordered to be made a party and the proceedings were adjourned and this union by their statement of claim dated 18th July, 1970 contended that the demand for an additional increment was applicable to item Nos. 5(2) (iii) and (iv) of the settlement in addition to its application to notional fitment under the said IATA settlement. It was further contended that the reference was not restricted to technicians grade 3/6 and the application of the benefits flowing from the award is also applicable to categories other than aircraft technicians.

16. The Corporation has also filed its reply to the statement of claim filed by the ACEU and has contended that the present reference related only to the aircraft technicians in grade 3/6. The ACEU had never made any demand either at the time of signing the settlement dated 1st February, 1967 or at any later stage thereafter prior to the reference. On 1st February, 1967 the Corporation had entered into two settlements simultaneously one with the ACEU and the other with the IATA. The ACEU was the recognised union of all the employees in grades 1/9 and hence the Corporation started negotiation with ACEU. However, in view of the rival contentions of ACEU and IATA at that time regarding the right of representation of the aircraft technicians and in view of the then prevailing situation the Corporation also entered into a settlement in conciliation with the IATA. It is alleged that the ACEU has no interest in the present reference except to the extent that whatever is decided between the Indian Airlines Corporation and the IATA it is deemed to be incorporated in the settlement with them and neither the ACEU or IATA can make a claim for increment at the 13th stage for aircraft technicians in grade 3/6 or for any other employees whomsoever, and if any such claim is made it will not be an industrial dispute.

17. It has been further alleged that the ACEU has in its statement of claim sought to extend the scope of the reference by making averments and allegations

beyond the terms of the reference. As the ACEU had accepted the fitment in the settlement dated 1st February 1967 and had not raised any demand for an increment at the 13th stage for any categories of employees and the reference having been made only on the basis of the outstanding demand there can be no industrial dispute under section 2(k) of the Industrial Disputes Act between the Corporation and their workmen in relation to the demand at the 13th stage and above in respect of any category of employees other than aircraft technicians in Gr. 3/6.

18. It has been further contended that in the settlement dated 1st February, 1967 with the IATA it was agreed under the heading pay scales that a separate grade for senior aircraft technicians would be introduced in the scale of Rs. 320—20—385—25—560—40—640 and technicians fulfilling such experience and qualifications as may be laid down in consultation with the Association would be recategorised in the new grade; and as contemplated the higher grade was introduced for senior technicians by memorandum of the Corporation dated 7th December 1967 and all the aircraft technicians in the service of the Corporation prior to 1st October, 1960 were placed in the grade with effect from 1st April, 1966. The reference has been now resisted on the contention but since that date there are no longer any such aircraft technicians in grades 3/6 at the 13th stage and above and in view of this fact the outstanding demand of the IATA for an increment at the 13th stage and above for the aircraft technicians in grades 3/6 is wholly academic and any award made would be purposeless and unenforceable.

19. There would be no aircraft technicians in grades 3/6 at the time of the settlement who would have reached the 13th stage and above so as to have the benefit of an increment at the 13th stage and above. Thus the dispute which subsisted at the time of the settlement ceased to exist between the parties and became infructuous on fixation of the aircraft technicians in the grade of senior technicians. As such there is no longer any industrial dispute. In any event the dispute is wholly academic and not real. It has become infructuous and the reference should be rejected.

20. Considering the statements of claim and the written statement and rejoinder the main points that arise for my consideration in this reference are as follows:—

1. Whether there is an industrial dispute as defined in section 2(k) of the Industrial Dispute Act between the Corporation and its workmen in relation to the demand at the 13th stage and above in respect of any category of employees other than aircraft technicians grade 3/6.
2. Whether the dispute in respect of additional increment at the 13th stage demanded by the IATA for the aircraft technicians grade 3/6 has ceased to exist.
3. Whether there was a proposal for granting one additional increment at the 13th stage made by the CLC and was accepted by both the parties and the reference is made to give a seal of an award.
4. Whether the demand of the IATA for an additional increment at the 13th stage for the aircraft technicians is justified.

21. The parties have not led any oral evidence but have produced a number of documents which have been accepted by both the sides and have requested the Tribunal to decide the issues on the strength of the pleadings, documents and arguments.

22. The Corporation has by its first statement contended that as there was an agreement between the Corporation and the IATA relating to the scales of pay, allowances including fitment in the revised scales of pay the demand in respect of the dispute about the grant of one increment in the existing scale is not maintainable. It is true that the charter of demands made by the IATA was referred to the CLC who entered into conciliation of the dispute and there was a settlement dated 1st February, 1967. The settlement contained a clause about fitment which provided in effect that the total emoluments of each workman would be split up into basic pay and dearness allowance as specified in the agreement and the workman would be fitted at the appropriate stage in the revised scale. However, it is clear from the agreement itself that the parties had kept open the demand in respect of the additional increment at the 13th stage. The outstanding demand has been provided in clause 2 of the agreement which states that the demand for the grant of an increment at the 13th stage could not be settled and the issue should be taken up for further conciliation under the Industrial Disputes Act by an officer of the C.L.C.'s organisation. It cannot be disputed that the question of

increments pertains to fitment. However, when the matter has been left open and the agreement specifically provides for its being conciliated subsequently there is no question of any bar and the contention that the dispute is not maintainable is without any substance.

23. The ACEU has by its statement of claim contended that the demand for the additional increment was applicable to items No. 5(2)(3) and (4) of the agreement in addition to its application to the notional fitment under the IATA settlement and had further contended that the reference was not restricted to grade 3/6 and the benefits flowing from any award would be applicable to the categories other than aircraft technicians also. The management has contended that the ACEU had not even raised such a dispute before the agreement. There was no demand on behalf of the employees of the category other than the aircraft technicians and there is no industrial dispute in respect of the claim. It is clear from the record that the ACEU had submitted a charter of demands in respect of the wage scales, dearness allowance etc. The ACEU claimed to represent all categories of employees of the Corporation including the aircraft technicians grade 3/6. It was the recognised union of the Corporation which entered into the settlement with the Corporation. The settlement is dated 1st February, 1967. It is not in dispute that the settlement contains same provisions regarding the terms and conditions of service of the employees as included in the settlement with the IATA except that there is no clause about the outstanding demand and that the agreement contained an additional clause about the incorporation in the settlement of any award passed in the adjudication if a dispute is referred at the intervention of the Chief Labour Commissioner. No demand in respect of any of the categories of employees referred in items 5(2)(3) & (4) has been kept outstanding and there is no dispute.

24. It is also clear that the present reference has been made as the conciliation proceedings in respect of the outstanding demand ended in failure. The outstanding demand was made by the IATA in respect of the employees of the category of aircraft technicians grade 3/6 and it is clear from the record that there was no demand by the union in respect of any employees after the settlement and it shall have to be held that there is no industrial dispute between the Corporation and the employees other than those represented by the IATA and Corporation. It has been held in the ruling reported in 1953(1)LLJ 6 N. K. Sen and others.

That by its definition, the term industrial dispute excluded any ideological differences, or theoretical or metaphysical or philosophical differences, but must be a controversy in which the employer is in a position to remedy.

After the settlement the ACEU has not made any demand nor raised any dispute on behalf of the workman items No. 5(2)(3) & (4) and in the circumstances the ACEU cannot legitimately claim any interest in the present reference except to the extent that whatever is decided in the dispute between the Corporation and the IATA should be deemed to be incorporated in their settlement. There is no industrial dispute regarding workman items No. 5(2)(3) & (4) and it is not open to the ACEU to make any such claim on behalf of the employees other than aircraft technicians grade 3/6.

25. The Corporation has in their second written statement after the settlement of claim by the ACEU raised a new contention that the dispute in respect of the demand for additional increment at the 13th stage raised by the IATA has ceased to exist when the aircraft technicians grades 3/6 had accepted the higher grades introduced for senior technicians by the Corporation by their memorandum dated 7th December, 1967, all those aircraft technicians have been placed in the senior technicians grade and hence the dispute in respect of the demand for additional increment at the 13th stage has ceased to exist. They have produced the memorandum dated 7th December, 1967 which shows that as per note in the settlement dated 1st February, 1967 the Corporation had introduced separate grade for the senior aircraft technicians in the scale of Rs. 375-20-385-25-560-4-640 This shows that mechanics who were paid as per the fitment clause at the stage of Rs. 325 on 1st April, 1966 and the employees who were serving the Corporation as mechanics on 1st October, 1960 should be recategorised in the new grade of senior aircraft technicians and it is not in dispute that all the aircraft technicians in the service of the Corporation prior to 1st October, 1960 have been placed in the grade with effect from 1st April, 1966 and since that date there are no longer any such aircraft technicians in grades 3/6 at the 13th stage and above.

26. It is also correct to say that the issue in reference is in respect of the demand for additional increment at the 13th stage and above in the scale of pay of the aircraft technicians. However, I do not think that merely because the Corporation has introduced a new grade and has recategorised certain aircraft technicians as senior technicians the dispute will come to an end. The note in the settlement according to which the introduction of the new grade was effected is as follows:—

NOTE.—A separate grade for Sr. Aircraft Technician will be introduced in the scale of Rs. 325—20—385—25—560—40—640 and Mechanics fulfilling such experience and qualifications as may be laid down in consultation with the Union will be recategorised in the new grade after fitment (on notional basis referred to in para 7 below) in the scale of Rs. 245—20—385—25—510. Such recategorisation will not be considered as a promotion for the purpose of Rule 80 of the Service rules.”

From this note it is clear that the recategorisation in the grade has been made after fitment in the new scale. The fitment may be on notional basis. The present dispute in respect of the claim for additional increment at the 13th stage will definitely affect the pay of the technicians. If the same is considered to be justified and granted to them the pay to be fixed on notional basis will be increasing and I do not think that simply because of the introduction of the new scale the dispute has come to an end. I have already stated the substance of the memorandum of the Corporation dated 7th December, 1967 which also refers to the notional fitment in the revised scale. It states:—

“Employees falling under category (b) will be notional by fitted in the new grade and eligible for additional NIT pay equal to the difference between the total emoluments of a Mechanic who was drawing a pay of Rs. 210 in the pre-revised scale on 1st April, 1966.”

Thus though the Corporation had introduced a new grade and there is a change of circumstances the dispute has not come to an end and the reference will not be infructuous.

27. The learned Counsel on behalf of the IATA has argued that the IATA is the sole union of the aircraft technicians the ACEU claimed to be a general union and while considering the demands made by the ACEU the Corporation has discriminated the aircraft technicians represented by the IATA from other employees, who are represented by the ACEU. The non-technicians were given favourable terms and conditions granting them point to point adjustment and there was discrimination. The C.L.C. before whom the negotiations were held was convinced about the justification of the demand by the IATA and had proposed the grant of an additional increment and it was accepted by the representatives of the Corporation but the ACEU opposed such a grant to the technicians and hence the next day the Corporation resiled due to the pressure brought upon them by their rival trade union the ACEU and the CLC with a view to solve out this difficulty introduced the clause regarding outstanding claim and the present reference was merely for a seal of an award.

28. It is not in dispute that after the publication of the award passed by the National Industrial Tribunal the dispute between the Air India Corporation and the employees in respect of the wage scales, dearness allowance etc., both the ACEU and the IATA had served the Corporation with charters of demands. The Corporation started direct negotiations with the ACEU as it was the recognised bargaining agent. The Corporation had not paid any heed to the demands by the IATA. It is also clear from the record that the IATA called upon its member aircraft technicians to observe work to rule and work to trade and thereafter the Corporation was moved and requested the ALC to initiate proceedings and thus direct negotiations with the ACEU and the conciliation proceedings were going on simultaneously side by side and the Corporation signed an agreement with the ACEU and a settlement with the IATA on the same day.

29. It is also clear from the written statement of the Corporation that it had entered into the settlement with the ACEU in respect of the employees in grades 1/8 including the aircraft technicians and they had also entered into a settlement with the IATA on behalf of the aircraft technicians. The settlement with the

IATA contains clause 11 which provides for the outstanding demand which turns as follows:—

"With reference to the Union's (Association) demand for the grant of an increment at the 13th stage and above in the existing scale of pay to aircraft technicians in grade 3/6 in addition to the increment as per paragraph 9 supra on which no agreement between the management and the Union has been possible, the issue will be taken up for further conciliation under the Industrial Disputes Act, 1947, by an officer of the Chief Labour Commissioner's Organization."

The Association has contended that the Association was mainly the union of the aircraft technicians belonging to the engineering department. During the conciliation proceeding it was insisting upon the demand for point to point adjustment as granted to the employees of the Air-India Corporation in the award passed by the National Industrial Tribunal. However, the ACEU which claimed to represent some section of the aircraft technicians did not press such demand because of trade union rivalry. On the contrary the ACEU opposed such a grant to the technicians.

30. The association had brought to the notice of the C.L.C. the provision regarding point to point adjustment granted to the engineering staff and the observations of the National Industrial Tribunal, about similarity of the duties of the engineering staff and the parity in respect of the wage structure and as the C.L.C. was convinced about the justification he has suggested the grant of one additional increment at the 13th stage and the representatives of the Corporation had accepted the same but subsequently due to pressure brought by the ACEU they resiled.

31. The learned Counsel has invited my attention to the clause about the incorporation in the award if any passed in a reference made at the instance of the IATA due the intervention of the CLC in the settlement by the ACEU. It runs as follows:—

"That in view of the intervention by the Chief Labour Commissioner (Central) if any dispute is referred to adjudication and as a result thereof there is a consequential Tribunal Award the same shall be deemed to be incorporated in the Settlement. The Corporation in view of this undertakes not to enter into any consent terms which will alter any or all of the terms of this settlement."

As the ACEU claimed to be the general union representing all the employees including the aircraft technicians it is quite natural that there would be some rivalry between the union and the IATA which has claimed to be wholly the union of the aircraft technicians. It appears the Corporation also knew about the rivalry and in its written statement it has stated:—

"However in view of the rival contentions of ACEU and IATA at that time regarding the right of representation on behalf of aircraft technicians and in view of the then prevailing situation the Indian Airlines Corporation also entered into a settlement in conciliation with IATA in relation to aircraft technicians."

32. The association was demanding point to point adjustment for the aircraft technicians. It is not in dispute that the management has not conceded this demand even to the ACEU in the direct negotiations with the ACEU and it appears that the ACEU was not interested so much a pressing the demand of point to point adjustment and did not press the demand. The Corporation has in its rejoinder submitted that the demand of the IATA was wholly misconceived and unwarranted while the ACEU was satisfied with the terms of settlement with them. They have stated:—

"The union which was the bargaining agent for its technical as well as non-technical employees at that time was content with the terms of settlement. However, the association raised a wholly misconceived and unwarranted controversy regarding fitment."

and they took no objection for inclusion of the outstanding demand. It is not in dispute that the Corporation entered into the two deals one the agreement with the union and other the settlement with the association on the same day i.e. 1st February, 1967, and the circumstance that they had agreed to keep this demand of IATA outstanding shows that there might have been some pressure brought upon them by some agency, presumably the union. In a sense the two agreements

contain inconsistent provisions about the demands on behalf of the aircraft technicians grade 3/6 and there appears to be some substance in the contentions raised by the IATA that the Corporation did not consider the demand of the association in respect of the increments because of the pressure brought on them by the rival union. The association has not examined any witness. It was their case that the C.L.C. was satisfied about the justification of the demand for point to point adjustment but the Corporation put forth difficulty about the heavy financial liability and hence the C.L.C. suggested the grant of one additional increment at the 13th stage and the representatives of the Corporation accepted it and in order to prove all these facts the association ought to have examined the C.L.C. and its representative and though the circumstances indicate that the association may be right in their contention it cannot be said that the association has proved that the Corporation had accepted the proposal of one increment and the present reference was for merely a seal of an award and I shall discuss the evidence and the circumstances about the justification of the demand of the association.

33. Shri Sowani the learned Counsel on behalf of the association has contended that the aircraft technicians belong to the engineering staff. They are skilled workers and are entitled to get higher remuneration. If the Corporation had given the same scale to the technical and non-technical staff from the beginning the members of the technical staff were the losers. It has been further argued that the National Industrial Tribunal considering these circumstances had revised the scales in favour of the technical staff giving them additional benefits. The learned Tribunal has also observed that the work of the engineering staff in the Air-India as well as in the Indian Airlines is similar and there should be parity in the wage structure and the aircraft technicians were entitled to point to point adjustment as given to the Air-India technicians. Though the Corporation had in its written statement contended that the award passed by the National Industrial Tribunal in Ref. NIT 1/64 is not binding upon the Corporation Shri Pai the learned Counsel representing the Corporation has conceded that the Corporation accepted the principles laid down by the Tribunal and has further submitted that the Corporation entered into a settlement with the unions and has implemented the three principles laid down in the award.

34. I have already observed that the Government of India had in the Reference No. NIT 1/64 referred the question in part II of the schedule and had asked the Tribunal to decide the relationship the wage structure of Air-India should bear to the wage structure of the Indian Airlines and the learned Tribunal had after hearing the parties made certain observations. In paragraph 370 of the award the learned Tribunal has observed:—

“At the same time I do feel that the two Corporations are so similar both in their constitution and in their objective that there should be not only a similarity in their wage structure but as close a parity as it is possible to maintain having regard to the local and other differences.

Regarding the engineering staff the Tribunal has specifically observed:—

“The engineering staff of both the Corporations perform similar duties and their wage structure should be the same.”

35. In view of this parity in respect of the engineering staff it was quite natural for the aircraft technicians to demand parity in respect of wages and other emoluments. It is also clear from page 244 item No. 2 about fixation in the National Industrial Tribunal Award that the aircraft employees were granted fixation in the new scales on a point to point basis. The clause runs as follows:—

2. Fixation in the new pay scales:—

“Each worker will be fixed in the new scales according to the number of years of his service except in cases of parties 4 and 5 which will be governed by the terms of their respective agreements with the Corporation.”

This shows that the principle of fitment on the point to point basis has been accepted and the further question is whether the demand of the aircraft technicians for only one additional increment at the 13th stage is justified.

36. The Association has along with its statement of claim filed one tabular statement giving the effect of the agreement dated 1st February, 1967 entered into by the Corporation with the unions. This statement gives the effect of the fitment of the emoluments that would be received by the technicians and non-technicians. It shows that a workman on the technical side will get only two

increments upto 8 completed years of service while a workman on the non-technical side will get nine increments on completion of 8 years service. It further shows that an employee in the 13th stage and above on the technical side would lose about 8 increments while an employee in the 13th stage on the non-technical side will have got 12 increments. From this tabular statement and the figures the contention of the Corporation that the technical categories of employees in fact received on the whole more benefits than the non-technical categories of employees does not stand to reason.

37. It is further clear from the award of the National Industrial Tribunal page 241 item 4 and 242 item 10 that in the Air-India Corporation there were two scales for non-technical staff one for the juniors and the other for the seniors.

For the Juniors.—Rs. 150—10—200—15—245—20—345.

For the Seniors.—Rs. 230—15—245—20—385—25—510.

However the Indian Air Lines Corporation has merged the two scales and the revised scale is 150—510, had the Corporation applied parity in respect of the non-technical staff to the technical staff the scale would have been divided into two-one ending at 345 and the other at 510. But because of the merger of the two scales the non-technical staff is getting point to point fitment and thus by the merger the members of the non-technical staff are getting advantages which the technical staff are denied.

38. It is further significant to note that prior to the two agreements dated 1st February, 1967 both the technical and non-technical employees were in one grade viz., Rs. 80—5—95—EB—110—10—150—15 210—EB—230—20—350. However, the revised scale in respect of the non-technical is Rs. 150—10—200—15—245—20—385—25—510 and the scale of the technical staff is Rs. 245—20—385—25—510.

The non-technical staff are given a higher maximum and they are given point to point fitment. But in the case of the technical staff no point to point fitment is given and this shows that there is difference in the treatment meted out to the categories of the staff.

39. It also appears from the original scales that the skill and knowledge of the technical staff was not considered but now because of the observations of the National Industrial Tribunal the skill and knowledge of the technical staff has been recognized and their superior claim is conceded and they have been given the start of Rs. 245 because of their intrinsic merit. However in granting fitment and considering the fixation the same consideration has not been shown and the tabular statement shows that the technical staff and the non-technical staff after 10 years service at the 11th stage will get the same amount of Rs. 305. Thus it is clear that the Corporation followed the principle of parity regarding the pay scales and fitment in respect of the non-technical staff but they did not follow the same regarding the technical staff.

40. It is significant to remember that both the non-technical and the technical staff was getting the same scale of salary. All along upto this time the technical staff has been treated on the same lines as the non-technical staff and they have not been given any consideration for their skill and knowledge and intrinsic merit. It has been observed in the ruling reported in 1967 II LLJ page 1 (Calcutta Insurance Ltd., and their workmen):—

“Considering the fact that the wage scales in force were unusually low compared to other concerns the Industrial Tribunal had directed fitment of the existing workmen in the revised scales after giving them point to point adjustment i.e. giving them the benefit of their total service. Such direction of the Industrial Tribunal could not be objected to in the instant case in view of the above facts. It cannot be disputed that on the old scale a member of the subordinate staff who has been in the company for five years would get a basic salary of Rs. 30 per month if his length of service was to be ignored. This would be the same as that of the new entrant. By fitting the workers into the new scales of pay taking into account their length of service the company would be rehabilitating them to a certain extent even though they may have suffered in the past on account of the inadequacy of the scales of pay and dearness allowance.”

These observations will also be applicable to the case of the technicians in the Corporation. The technicians have themselves considered the financial position

and have reduced their demand to only one increment and in my opinion the same is justified.

41. There is another circumstance which shows the inconsistency about the scale in the grade of the aircraft technicians *inter se*. I have already observed that the Corporation at the time of the agreement dated 1st February 1967 promised to introduce a new grade and to recategorise technicians in the new grade after the notional fitment in the revised scale of Rs. 245—20—385—25—510. It is not in dispute that the Corporation has introduced a new scale and according to the memorandum issued by the Corporation all those technicians who were in service on 1st October, 1960 would be put in the senior grade of the technicians. According to the agreement at the end of six years service an employee will be getting a notional fitment of Rs. 265. According to the memorandum he is to be recategorized as a senior technician and will get Rs. 325. Thus there will be a jump of about Rs. 60 while the technician who has served for 13 years at the 13th stage will get the notional fitment of Rs. 325. Thus the employee who has served the Corporation for 13 years and the other who has served for six years would be equated and as a result of this inequitable distribution there would be dissatisfaction among the older staff and to grant these people one increment at the 13th stage and above in my opinion is justified.

42. The learned Counsel for the IATA has submitted that fitment on point to point basis would have imposed a very heavy burden on the Corporation and because the Corporation put forth a genuine difficulty they revised their demand and at first claimed two increments at the 13th stage but as the CLC proposed the grant of one increment at that stage the association accepted the same and the employees should be given the increment from the date of the demand. Considering the facts and circumstances in my opinion the demand of the IATA for the grant of one additional increment at the 13th stage and above to the aircraft technicians is very reasonable. It is not only justified but is one the lower side and they are entitled to the same. They had put forth the demand from the very beginning of the negotiations from the date of the charter and considering the special circumstances in my opinion they are entitled to this relief from the date of demand. Hence my award accordingly.

The technicians had made representations immediately after the agreement. But it was not heeded and in view of the contest the IATA is entitled to cost of Rs. 500 from the Corporation.

(Sd.) A. T. ZAMBRE,

Presiding Officer,
Central Govt. Industrial Tribunal,
Bombay.

[No. 16/12/68-LR.III.]

ORDERS

New Delhi, the 15th December 1970

S.O. 285.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Indian Airlines and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the said dispute involves questions of national importance and the dispute is also of such a nature that industrial establishments of the Indian Airlines situated in more than one State are likely to be interested in, or affected by, such dispute;

And, whereas the Central Government is of opinion that the said dispute should be adjudicated by a National Tribunal;

Now, therefore, in exercise of the powers conferred by sub-section (1A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute to the National Tribunal constituted by the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3639, dated the 2nd November, 1970 for adjudication.

SCHEDULE

"I. Whether the demands of the Indian Aircraft Technicians Association in respect of the following matters are justified? If so, to what relief are they entitled?

1. Pay scales and fitment.
2. Dearness Allowance.
3. Technical pay.
4. Qualification pay.
5. Approval allowance.
6. Conveyance allowance.
7. Hobart driving allowance.
8. Flying allowance.
9. Shift allowance.
10. Meal allowance.
11. Outstation allowance.
12. House rent.
13. Special allowance for outstation duties.
14. Hardship allowance.
15. Bad environment allowance, insurance coverage and special leave.
16. Working hours.
17. Licence fee.
18. R. T. allowance.
19. Washing allowance.
20. Outstation posting.
21. Children's education allowance.
22. O. T. allowance.
23. E.S.I. and Group Medical Scheme.
24. Insurance coverage for the aircraft technicians."

"II. Whether the demands of the management of Indian Airlines in respect of the following matters for increasing efficiency productivity and discipline are justified? If so, what directions are required in these matters?

Indian Airlines

1. Rules for increase in Productivity.
2. Revision of Canteen Tariff and hours of opening and closing of canteens.
3. Schedule of uniforms, quality of cloth, stitching and supply of uniforms. Liability of employees to come to work in full uniform.
4. Procedure for filling up vacancies of Charge Hand and Examiner.
5. Permanent transfer to outstations.
6. Charge Hands to perform duties of Technicians from time to time when required.
7. Maintenance Division staff to perform duties relating to normal maintenance work on aircraft besides departure/arrival duties.
8. Technicians/Mechanics to work on airframe and engine whenever required.
9. Rationalisation of facilities being given to the Association.
10. Introduction of a Grievance Procedure.
11. Change in the method of fixing initial pay on appointment of an existing employee to a higher grade.
12. Technicians/Mechanics to undertake incidental duties besides their main functions.
13. Training and utilisation of Technicians/Mechanics in all trades, namely Instrument, Radio and Electrical.
14. Management's right to decide on reporting relationships between various grades and categories.
15. Day to day upkeep of complete range of plant and equipment including tools and cleanliness and good house-keeping responsibility of the users.
16. Management's right to decide on Standard Force.

17. Common seniority for Charge Hand and Examiners and their interchangeability.

18. Display of Association notices.

19. Wearing/carrying of identification badges and liability to be searched.

20. Implementation of Rules and techniques for improvement in productivity."

[No. 4/99/70/LRIII.]

(श्रम और रोजगार विभाग)

आदेश

नई दिल्ली, 15 दिसम्बर, 1970

फा० आ० 285.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में दि इंडियन एयर लाइन्स से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः उक्त विवाद में राष्ट्रीय महत्व का प्रश्न अन्तर्बलित है और विवाद इस प्रकार का भी है कि दि इंडियन एयर लाइन्स के एक से अधिक राज्यों में स्थित औद्योगिक स्थापनों का ऐसे विवाद में रुचि लेना या प्रभावित होना संभाव्य है;

और यतः केन्द्रीय सरकार की राय है कि उक्त विवाद का न्यायनिर्णयन किसी राष्ट्रीय अधिकरण द्वारा किया जाना चाहिए,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (क) द्वारा प्रदत्त शक्तियों का प्रयोग करती हुए केन्द्रीय सरकार एतद्वारा उक्त विवाद को भारत सरकार के श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 3639, तारीख 2 नवम्बर, 1970 द्वारा गठित राष्ट्रीय अधिकरण को न्यायनिर्णयन के लिए निदेशित करती है।

अनुसूची

"1. क्या दि इंडियन एयरक्राफ्ट टेक्निसियन्स एसोसियेशन की निम्नलिखित विषयों के बारे में मांगें न्यायोचित हैं? यदि हाँ, तो वे किस अनुतोष के हकदार हैं?

1. वेतनमान और उपयुक्तता
2. महंगाई भत्ता
3. तकनीकी वेतन
4. अर्हता वेतन
5. अनुमोदन भत्ता
6. सवारो भत्ता
7. हाबर्ट आलन भत्ता
8. उड़ान भत्ता
9. पारो भत्ता
10. भोजन भत्ता
11. बहि.स्थान भत्ता
12. मकान किराया

13. बहिःस्थान कार्य के लिए विशेष भत्ता
14. कष्ट भत्ता
15. बुरा वातावरण भत्ता, बीमा सुरक्षा और विशेष छुट्टी
16. काम के घंटे
17. अनुज्ञप्ति फीस
18. आर० टी० भत्ता
19. घुलाई भत्ता
20. बहिःस्थापन पद-स्थापना
21. बाल शिक्षा भत्ता
22. अतिकालिक भत्ता
23. कर्मचारी राज्य बीमा और ग्रुप चिकित्सा स्कीम
24. वायुयान तकनीकियों के लिए बीमा सुरक्षा ।

प्रबन्ध. II क्या इंडियन एयर लाइन्स के प्रबन्धतन्त्र की कुशलता, उत्पादकता और अनुशासन में वृद्धि के लिए निम्नलिखित विषयों के बारे में मांगे न्यायोचित हैं ? यदि हाँ, तो इन विषयों पर क्या निदेश अपेक्षित हैं ?

इंडियन एयर लाइन्स

1. उत्पादकता में वृद्धि के लिए नियम ।
2. कैंटीन ट्रैफिक और कैंटीन खोलने और बन्द करने के समय का पुनरीक्षण ।
3. वर्दी-अनुसूची, कपड़े की क्वालिटी, बर्दियों की सिलाई और उनका प्रदाय पूरी वर्दी में काम पर आने का कर्मचारियों का दायित्व ।
4. चार्ज हँड और परीक्षक की रिक्तियों को भरने के लिए प्रक्रिया ।
5. बहिःस्थानों को स्थायी स्थानान्तरण ।
6. चार्ज हँड समय-समय पर जब अपेक्षित हो तकनीकियों के कर्तव्यों का पालन करें ।
7. अनुरक्षण डिब्बोजन कर्मचारीवृन्द वायुयान पर प्रस्थान / आगमन कर्तव्यों के अतिरिक्त सामान्य अनुरक्षण से संबंधित कर्तव्यों का पालन करें ।
8. तरुनों को/यात्रिक जब कभी अपेक्षित हो वायुयान ढाँचे और इंजिन में काम करें ।
9. संघ को दी जाने वाली सुविधाओं का युक्तिकरण ।
10. शिकायत प्रक्रिया का प्रारम्भ
11. विद्यमान कर्मचारी की उच्चतर ग्रेड में नियुक्ति पर आरम्भिक वेतन नियत करने की पद्धति में परिवर्तन ।
12. तरुनों को/यान्त्रिक अपने मध्य कृत्यों के अतिरिक्त आकस्मिक कार्य भी करें ।
13. तरुनों/यान्त्रिकों का सभी व्यवसायों, अर्थात् उपकरण, रेडियों और विद्युत में प्रशिक्षण और उनमें उनका उपयोग ।

14. विभिन्न ग्रेडों और प्रवर्गों के बीच संबंधों की रिपोर्ट पर विनिश्चय करने का प्रबन्धतन्त्र का अधिकार ।
15. सनस्त संयंत्रों और उपकरण, जिनमें औजार सम्मिलित हैं, को दिन-प्रतिदिन को देख-भाल और सफाई और अच्छी तरह रखने का उत्तरदायित्व उपभोक्ताओं का हो ।
16. स्टैंडर्ड फोर्स का विनिश्चय करने का प्रबन्धतन्त्र का अधिकार ।
17. चार्जहैंडों और परीक्षकों की सामान्य ज़ेम्बता और उनका अन्तः परिवर्तन ।
18. संघ की सूचनाओं का प्रदर्शन ।
19. पहचान बैजों को पहनना रखना और तलाशी कराने का प्राधिकार ।
20. उत्पादकता में वृद्धि के नियमों और उसकी तकनीकी का कार्यान्वयन ।

[सं० 4/99/70/एल० प्रार० 3]

New Delhi, the 31st December 1970

S.O. 286.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Indian Bank and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. Swamikkannu shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the Management of the Indian Bank, Shevapet Branch, in terminating the services of Shri S. Duraiswamy, Night Watchman, with effect from the 17th November, 1968, is justified. If not, to what relief is the workman entitled?"

[No. 23/87/70-LR.III.]

S. S. SAHASRANAMAN, Under Secy.

नई दिल्ली, 31 दिसम्बर, 1970

का० प्रा० 286.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में इंडियन बैंक के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कि औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री स० स्वामी कन्नु होंगे जिनका मुख्यालय मद्रास होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या इंडियन बैंक, शिवापेट शाखा के प्रबन्धतंत्र की श्री एन० दोरायस्वामी, रात्री प्रहरी की सेवाओं को 17 नवम्बर 1968 से समाप्त करने की कार्यवाही न्यायोचित है। यदि नहीं तो कर्मकार किस अनुसूचि का हकदार है ?”

[सं० 23/97/70-एल आर 3]

एस० एस० सहस्रनामन, अवर सचिव ।

(Department of Labour and Employment)

ORDER

New Delhi, the 8th January 1971

S.O. 287.—Whereas an industrial dispute exists between the employers in relation to Messrs Vinsons, Bombay-1 and their workmen represented by the New National Dock Workers' Union, Bombay;

And whereas, the said employers and their workmen have, by a written agreement under sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration and have forwarded to the Central Government, under sub-section (3) of section 10A of the said Act, a copy of the said arbitration agreement;

Now, therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said arbitration agreement.

AGREEMENT UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947

(Arbitration Agreement)

NAMES OF PARTIES:

Representing the management:

- (1) Shri V. S. Vazirani, Partner, M/s. Vinsons, Imperial Chambers, Wilson Road, Bombay-1.

Representing the workmen:

- (2) The General Secretary, New National Dock Workers' Union, 35, Sagar Vihar, 89, P.D.'Mello Road, Bombay-9.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri S. C. Seth of M/s. Eastern Bunkers Ltd., Bombay-1.

- (i) *Specific Matter in Dispute.*—(i) “Whether the demand made by the New National Dock Workers' Union, 35, Sagar Vihar, 89, P.D.'Mello Road, Bombay-9 on the management of M/s. Vinsons, Imperial Chambers, Wilson Road, Bombay-1 that they should implement the recommendations of the Central Wage Board for Port & Dock Workers as accepted by the Government of India in respect of their barge employees is justified? If so, to what relief are the workmen entitled.”
- (ii) “Whether the demands made by the New National Dock Workers' Union, 35, Sagar Vihar, 89, P.D.'Mello Road, Bombay-9 on behalf of the barge employees employed by M/s. Vinsons, Imperial Chambers, Bombay-1, in respect of (1) Grant of 30 days' earned leave, 15 days' casual leave and 15 days' sick leave (2) issue of dock entry pass irrespective of whether a barge/padav employee is permanent or temporary (3) 8 hours work per day and wages at double the normal rate of wages for work beyond 8 hours pay day (4) paid weekly holiday and (5) all temporary employees who have put in 240 days or more should be made permanent, are justified? If so, to what relief are the workmen entitled.”
- (ii) *Details of the parties to the dispute including the name and address of the establishment or under-takings involved.*—(a) Shri V. S. Vazirani, partner, M/s. Vinsons, Imperial Chambers, Wilson Road, Bombay-1.

- (b) The General Secretary, New National Dock Workers' Union, 33, Sagar Vihar, 89, P.D.'Mello Road, Bombay-9.
- (iii) Name of the union, if any representing the workers in question.—The New National Dock Workers' Union, Bombay.
- (iv) Total number of workmen employed in the undertaking affected.—6 (six).
- (v) Estimated number of workmen affected or likely to be affected by the dispute.—6 (six).

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of 90 (ninety) days or within such time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Witnesses:

Signature of the Parties:

1. (Sd.) V. MATHAI,
Stenographer, R.L.C. (C) Bombay.

1. (Sd.) V. S. VAZIRANI,

2. (Sd.) G. RAMACHANDRAM,

2. (Sd.) K. M. RAO

I consent to act as Arbitrator in this industrial dispute.

(Sd.) S. C. SETH.

Bombay, 24th November, 1970.

[No. 73/19/70-P&D.]

AJIT CHANDRA, Under Secy.

(अभ और रोगगार विभाग)

आदेश

नई दिल्ली, 8 जनवरी, 1971

का० प्रा० 287.—यतः मैसर्स विनसन्स, मुम्बई-1 से सम्बद्ध नियोजकों और उनके कर्मकारों जिनका प्रतिनिधित्व न्यूनेशनल डाक वर्कर्स यूनियन, मुम्बई करती है, के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और उनके कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के अधीन लिखित करार द्वारा उक्त विवाद को माध्यस्थम् के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थम् करार की एक प्रति उक्त अधिनियम की धारा 10-क की उपधारा (3) के अधीन केन्द्रीय सरकारण को भेजी है ;

अतः, अब, उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त माध्यस्थम् करार को, एतद्वारा प्रकाशित करती है।

औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन करार

पक्षकारों के नाम

1 श्री बी० एस० वजीरानी भागीदार, मैसर्स विनसन्स, इम्पीरियल
चैम्बर्स, विलसन रोड, मुम्बई-1

प्रबंधतंत्र का प्रतिनिधित्व
करने वाले

2 महासचिव,

न्यू नेशनल डाक वर्कर्स यूनियन, 35, सागर बिहार, 89, 10 डी० कर्मकारों का प्रतिनिधित्व
मैलो रोड, मुम्बई-9 करने वाले

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्द्वारा मैसर्स ईस्टर्न बैंकरर्स लिमिटेड, मुम्बई-1 के श्री एस० सी० सेठ के माध्यस्थम् के लिए निर्देशित करने का करार किया गया है।

विनिश्चित विवाद प्रत विषय

1. "क्या न्यू नेशनल डाक वर्कर्स यूनियन, 35, सागर बिहार, 89 पी० डी० मैलो रोड, मुम्बई-9 द्वारा मैसर्स विल्संस इम्पीरियल चैम्बर्स विल्सन रोड मुम्बई-1 के प्रबंधतंत्र से की गई यह मांग न्यायोचित है कि उन्हें केन्द्रीय मजदूरी बोर्ड की पत्तन और डाक कर्मकारों के लिए की गई सिफारिशों को, जिस रूप में भारत सरकार द्वारा उनके बैरेज कर्मचारियों की बाबत प्रतिगहित की गई है ; कार्यान्वित करना चाहिए"।

2. "क्या न्यू नेशनल डाक वर्कर्स यूनियन, 35, सागर बिहार 89 पी० डी० मैलों रोड, मुम्बई-9 की मैसर्स विल्संस, इम्पीरियल चैम्बर्स, मुम्बई-1 द्वारा नियोजित बैरेज कर्मचारियों की ओर से (1) 30 दिन की अर्जित छुट्टी, 15 दिन की आकस्मिक छुट्टी और 15 दिन की बिमारी की छुट्टी मंजूर करने; (2) इस बात का ध्यान किए बिना कि बैरेज/पडाव कर्मचारी स्थायी है या अस्थायी डाक प्रवेश पत्र जारी करने; (3) प्रतिदिन 8 घंटे काम और 8 घंटे प्रतिदिन से अधिक काम के लिए मजदूरी की प्रसामा य दर से दुगुनी मजदूरी; (4) संदाय सहित साप्ताहिक अवकाश और (5) सभी अस्थायी कर्मचारियों को, जिन्होंने 240 दिन या अधिक सेवा कर ली है स्थायी करने की बाबत मांगें न्यायोचित हैं? यदि हां तो कर्मकार किस अनुतोष के हकदार है "

विवाद के पक्षकारों का विवरण, जिसमें अर्न्तर्बलित स्थापन या उपक्रम का नाम और पता भी सम्मिलित है।

- (क) श्री वी० एस० वजीरानी, भागीवार, मैसर्स विल्संस, इम्पीरियल चैम्बर्स, विल्सन रोड, मुम्बई-1
- (ख) महासचिव, न्यू नेशनल डाक वर्कर्स, यूनियन, 35 सागर बिहार, 89, पी० डी० मैलो रोड, मुम्बई-9
- (ग) यदि कोई संघ प्रशनगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम—दि न्यू नेशनल डाक वर्कर्स यूनियन, मुम्बई-1
- (घ) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या —6(छः)
- (ङ) विवाद द्वारा प्रभावित या संभाव्यतः प्रभावित होने वाले कर्मकारों की प्राककलित संख्या—6(छः)

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर आबद्ध कर होगा।

मध्यस्थ अपना पंचाट 90(नब्बे) दिन की कालावधि के भीतर या इतने समय के भीतर, जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा। यदि ऊपर वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम् के लिए निदेश स्वतः रद्द हो जाएगा और हम नए माध्यस्थम् के लिए बातचीत करने को स्वतंत्र होंगे।

साक्षी

1 ह०— /

2 ह०— /

मैं इस औद्योगिक विवाद में मध्यस्थ के रूप में कार्य करने की सहमति देता हूँ।

मुम्बई, 24/11/70

पक्षकारों के हस्ताक्षर

ह०— /

(1) वी० एस० वजीरानी

(2) के० एम० राव

(ह०) एम० सी० सेठ

[सं 73/19/70-पी०एड०डी]

अजीत चन्द्र, अवसर सचिव।

(Department of Labour and Employment)

[Office of the Chief Labour Commissioner (Central)]

ORDERS

New Delhi, the 4th January, 1971

S.O. 288.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs. Rakhikol Collieries (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31st March, 1970.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB.20(42)/65 dated the 28th August, 1965, passed order on 1st January, 1971 extending the period for payment of the said bonus by the said employer by two months (i.e. up to 31st January, 1971) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s).	Establishment(s)
--------------------------------------	------------------

M/s. Rakhikol Collieries Proprietors Shrivaxc. Cambata & Co. Pvt. Ltd., P. O. Rakhikol, Junnordeo, Distt. Chhindwara, M.P., Rly. Station Hirdagarh (C. Rly.)	
---	--

[No. BA-5(21)/70-LS.I]

श्रम और रोजगार विभाग

मह्य श्रम आयुक्त (कन्द्रीय) कार्यालय

आदेश

नई दिल्ली, 4 जनवरी 1971

एस० ओ० 288.—यतः मैसर्स रखीकोल कोइलरीज (नियोजक) ने नीचे की अनुसूची में वर्णित अपने स्थापनों के संबंध में 31-3-70 को समाप्त होने वाले लेखा वर्ष के लिये अपने कर्मचारियों को बोनस के संदाय की कालावधि को बढ़ाने के लिये बोनस संदाय अधिनियम, 1965 की धारा 19 (ख) के अधीन आवेदन दिया है।

आरयतः यह समाधान हो जाने पर कि समय बढ़ाने के लिये पर्याप्त कारण है, मैंने भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना सं० डबल्यू.बी. 20 (42)/65 तारीख 28 अगस्त, 1965 के साथ पाठित उक्त अधिनियम की धारा 19 के खंड (ख) के परन्तुक द्वारा सूत्रे प्रदत्त शक्तियों का प्रयोग करते हुए 1-1-71 को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि को अधिनियम की धारा 19 के खण्ड (ख) के अधीन बोनस के संदाय को अन्तिम तारीख से 2 महीने (अर्थात् 31-1-71 तक) बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिये प्रकाशित किया जाता है।

अनुसूची

नियोजक/नियोजकों का नाम और पता	स्थापन
मैसर्स सखीकोल कोइलरीज पो० ओ० सखीकोल, छिदवाड़ी (म० प्र०)	

[सं. बी० ए० 5 (21)/70 एल एस० I.]

S.O. 289.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs. Busserya Coal Co. Pvt. Ltd. (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31st March, 1970.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the provision to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB.20(42)/65 dated the 28th August, 1965, passed order on 1st January, 1971 extending the period for payment of the said bonus by the said employer by two months (i.e., up to 31st January, 1971) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s).	Establishment(s)
M/s. Busserya Coal Co. Pvt. Ltd., Busserya Colliery, P.O. Kusunda (Dhanbad).	

[No. BA-5(31)/70-LS.I.]

एस० ओ० 289.—यतः मैसर्स बसेरिया कोल कं० (प्रा०) लि० (नियोजक) ने नीचे की अनुसूची में वर्णित अपने स्थापनों के संबंध में 31-3-1970 को समाप्त होने वाले लेखा वर्ष के लिये अपने कर्मचारियों को बोनस के संदाय की कालावधि को बढ़ाने के लिये बोनस संदाय अधिनियम, 1965 की धारा 19 (ख) के अधीन आवेदन दिया है।

और यतः यह समाधान हो जाने पर कि समय बढ़ाने के लिये पर्याप्त कारण हैं, मैंने भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना सं० डब्ल्यू बी-20 (42)/65 तारीख 28 अगस्त, 1965 के माध्य पाठित उक्त अधिनियम की धारा 19 के खण्ड (ख) के परन्तुक द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए 1-1-71 को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि को अधिनियम की धारा 19 के खंड (ख) के अधीन बोनस के संदाय की अंतिम तारीख से 2 महीने (अर्थात् 31-1-71 तक) बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिये प्रकाशित किया जाता है।

अनुसूची

नियोजक/नियोजकों का नाम और पता	स्थापन
मेसर्स बसेरिया कोल कं० (प्रा०) लि० बसेरिया कोइलरी पो० ओ० कुसुन्डा (धनबाद)	

[सं० बी० ए० 5 (31)/70-एल एल० I.]

New Delhi, the 5th January, 1971

S.O. 290.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs East Indian Coal Co. Ltd. (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 30th April, 1970.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB. 20(42)/85, dated the 28th August, 1965, passed order on 1st January, 1971, extending the period for payment of the said bonus by the said employer by two months (i.e. up to 28th February, 1971) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s)	Establishment(s)
M/s. The East Indian Coal Co. Ltd., 4, Clive Row, Calcutta-1.	Bararee, Jealgora, South Bullari & Kendwadih Collieries in Jharia Field; Upper Mehtador Selected Jamburiya, Pure Hariajam and Pure Mandman Collieries in Mugma Field.

[No. BA. 5(29)/70-LSI.]

नई दिल्ली, 5 जनवरी 1971

एल० ओ० 290.—यतः मेसर्स दि ईस्ट इन्डियन कोल कं० लि० (नियोजक) ने नीचे की अनुसूची में वर्णित अपने स्थापनों के संबंध में 3C-4-70 को समाप्त होने वाले लेखा वर्ष के लिए अपने कर्मचारियों को बोनस के संदाय की कालावधि को बढ़ाने के लिए बोनस संदाय अधिनियम, 1965 की धारा 19(ख) के अधीन अवेदन दिया है।

और यतः यह समाधान हो जाने पर कि समय बढ़ाने के लिए पर्याप्त कारण है, मैंने भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना सं० डब्ल्यू.बी०-20(42)/65 तारीख 28 अगस्त, 1965 के साथ पठित उक्त अधिनियम की धारा 19 के खण्ड (ख) के पन्तुक द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए 1 जनवरी, 1971 को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि की अधिनियम की धारा 19 के खण्ड (ख) के अधीन बोनस के संदाय की अन्तिम तारीख से 2 महीने (अर्थात् 28-2-71 तक) बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिए प्रकाशित किया जाता है।

अनुसूची

नियोजक/नियोजकों का नाम और पता	स्थापन
मे० दि० ईस्ट इंडियन कोल कं० लि० 4 कलाइव रो बरारी जिलगोडा साउथ बलिया ीव केडवा डिह कलकत्ता-1	कोयलरीज—जरिया फील्ड में अपर मेहटाडिह सलेक्टेड जम्बु ीया म्योर जम्बुरिया, हरिया-जाम व प्यारे मंडमन कोयलरीज—मुगसा फील्ड में।

[सं० बी० ए० 5(29)/70 एल एस 1]

New Delhi, the 7th January 1971

S.O. 291.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs Sarpi Kajora Coal Mines Pvt. Ltd. (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31st March, 1970.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB.20(42)/65 dated the 28th August, 1965, passed order on 4th January, 1971 extending the period for payment of the said bonus by the said employer by two months (i.e. up to 31st January, 1971) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s).	Establishment(s)
M/s. Sarpi-Kajora Coal Mines Pvt. Ltd., Sarpi-Kajora Colliery, P.O. Ukhra, (Burdwan).	

[No. BA-5(27)/70-LS.I.]

O. VENKATACHALAM, Chief Labour Commissioner (Central).

नई दिल्ली, 7 जनवरी, 1971

एस० ओ० 291.—यतः मैसर्स सरपी कैजोरा कोल माइन्स (प्रा०) लि० (नियोजक) ने नीचे की अनुसूची में वर्णित अपने स्थापनों के सम्बन्ध में 31-3-1970 को समाप्त होने वाले लेखा वर्ष के लिए अपने कर्मचारियों को बोनस के संदाय की कालावधि को बढ़ाने के लिए बोनस संदाय अधिनियम, 1965 की धारा 19(ख) के अधीन आवेदन दिया है।

और यतः यह समाधान हो जाने पर कि समय बढ़ाने के लिए पर्याप्त कारण है, मैंने भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना सं० डब्ल्यू बी-20(42)/65 तारीख 28 अगस्त, 1965 के साथ पठित उक्त अधिनियम की धारा 19 के खण्ड (ख) के परन्तुक द्वारा मूल प्रदत्त शक्तियों का प्रयोग करते हुए 4-1-71 को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि को अधिनियम की धारा 19 के खण्ड (ख) के अधीन बोनस के संदाय की अन्तिम तारीख से 2 महीने (अर्थात् 31-1-71 तक) बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिए प्रकाशित किया जाता है।

अनुसूची

नियोजक/नियोजकों का नाम और पता	स्थापन
मैसर्स सरपी कैजोरा कोल माइन्स (प्रा०) लि०, सरपी कैजोरा कोइलरी, पो० ओ० उखड़ा (बवंवान)	

[सं० बी० ए० 5 (27)/70 एस० एस०]

ओ० वेकटाचलम,

मुख्य श्रम आयुक्त (केन्द्रीय)

(Department of Rehabilitation)
(Office of the Chief Settlement Commissioner)
New Delhi, the 10th December 1970

S.O. 292.—In exercise of the powers conferred by Sub-section (1) of Section 55 of the Admn. of Evacuee Property Act, 1960 (Act XXXI of 1950), the Central Government hereby directs that the powers exercisable by it under Section 16 of the said Act, shall be exercisable also by the Secretary to the Government of Punjab, Rehabilitation Department and the Secretary to the Government of Haryana, Rehabilitation Department in respect of evacuee properties and lands situate within their respective States with immediate effect and for the purposes of entertainment and disposal of application under Section 16, they shall be 'authorised person' in this behalf.

[No. F.1(2)/70-Prop.]

W. G. PATHAK, Jt. Secy.

पुनर्वास विभाग

(मुख्य बंदोबस्त आयुक्त का कार्यालय)

नई दिल्ली 10 दिसम्बर 1970

एस० ओ० 292.—निष्क्रांत सम्पत्ति का प्रशासन अधिनियम 1950 (अधिनियम 1950 का 31) की धारा 55 की उपधारा (1) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा यह निदेश देती है कि उसके द्वारा धारा 16 के अन्तर्गत प्रयोग की जाने वाली शक्तियां पंजाब सरकार के पुनर्वास विभाग के सचिव तथा हरियाणा सरकार के पुनर्वास विभाग के सचिव द्वारा भी तत्काल प्रभाव से उनके अपने-अपने राज्यों में स्थित निष्क्रांत सम्पत्तियों तथा भूमि के बारे में प्रयोक्तव्य होंगी तथा धारा 16 के प्रार्थना-पत्रों के ग्रहण तथा निपटारे के लिए वे प्राधिकृत व्यक्ति होंगे।

[सं० एफ० 1 (2)/70 प्रा० प०]

वा० ग० पाठक, संयुक्त सचिव।

**(Department of Rehabilitation)
(Office of the Chief Settlement Commissioner)**

New Delhi, the 4th January, 1971

S.O. 293.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950, the Central Government hereby appoints for the Union Territory of Delhi, Shri Harish Chander Chaudhry, Managing Officer in the Office of the Regional Settlement Commissioner, New Delhi as Assistant Custodian of Evacuee Property for the purpose of discharging the duty assigned to such Assistant Custodian by or under the said Act with immediate effect.

[No. 7(13)/ARG/62.]

पुनर्वासि विभाग

(मुख्य बन्दोबस्त आयुक्त का कार्यालय)

नई दिल्ली 4 जनवरी, 1971

का० प्रा० 293.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 भाग 6 अनुभाग (1) की प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार प्रादेशिक बन्दोबस्त आयुक्त कार्यालय, नई दिल्ली के लिए सहायक निष्क्रान्त अभिरक्षक नियुक्त किया है ताकि वे उन कार्यों का पालन कर सकें जो उपरोक्त अधिनियम के अन्तर्गत सहायक अभिरक्षक के पद के लिए निर्धारित किये गये हैं।

[संख्या 7/13/ए० आर० जी०/62]

S.O. 294.—In exercise of the powers conferred by Sub-Section (I) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the Union Territory of Delhi, Shri G. P. Jaggi, Settlement Officer in the Office of the Regional Settlement Commissioner, New Delhi, as Deputy Custodian for the purpose of discharging the duties imposed on Custodian by or under the said Act with immediate effect.

[No. 6(8)/AGZ/68.]

का० प्रा० 294.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम 1950 (1950 के XXXI) के भाग 6 अनुभाग (1) की प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार संघीय क्षेत्र दिल्ली के लिए श्री जी० पी० जग्गी जो कि प्रादेशिक बन्दोबस्त आयुक्त कार्यालय, नई दिल्ली में बन्दोबस्त अधिकारी हैं, तत्काल ही उपअभिरक्षक नियुक्त करती है ताकि वे उन कार्यों का पालन कर सकें जो कि उपरोक्त अधिनियम के अन्तर्गत अभिरक्षक के पद के लिए निर्धारित की गई हैं।

[संख्या 6(8)/ए०जी०ज०/68]

S.O. 295.—In exercise of the powers conferred by Sub-Section (I) of Section 6 of the Administration of Evacuee Property Act 1950, the Central Government hereby appoints for the States of U.P., Bihar, Orissa, Rajasthan, Madhya Pradesh, Punjab, Haryana and the Union Territory of Himachal Pradesh, the undermentioned Officers in the Office of the Regional Settlement Commissioner (Central) New Delhi as Assistant Custodian, Evacuee Property, for the purpose of discharging the duties assigned to such Assistant Custodian by or under the said Act with immediate effect:—

- (i) Shri P. C. Soti, Asstt. Settlement Officer.
- (ii) Shri Sardar Singh, Managing Officer.

[No. 8/236/ARG/62.]

का० प्रा० 295.—केन्द्रीय सरकार निष्क्रान्त सम्पत्ति प्रशासन अधिनियम 1950 के भाग 6 अनुभाग 1 की प्रदत्त शक्तियों का प्रयोग करते हुए, प्रादेशिक बन्दोबस्त आयुक्त कार्यालय (केन्द्रीय) नई दिल्ली के सर्वश्री पी० सी० सोती सहायक बन्दोबस्त अधिकारी तथा सरदार सिंह प्रबन्ध अधिकारी को उत्तर प्रदेश, बिहार, उड़ीसा, राजस्थान, मध्य प्रदेश, पंजाब, हरियाणा तथा संघीय क्षेत्र हिमाचल

प्रदेश प्रान्तों के लिए सहायक निष्क्रान्त सम्पत्ति अभिरक्षक नियुक्त किया है ताकि वे उन कार्यों का पालन कर सकें जो कि उपरोक्त अधिनियम के अन्तर्गत इस पद के लिए निर्धारित किये गये हैं।

[संख्या 8/236/ए०आर०जी०/6]

S.O. 296.—In exercise of the powers conferred by Clause (a) of Sub-Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints for the States of U.P., Bihar, Orissa, Rajasthan, Punjab, Haryana and the Union Territory of Himachal Pradesh, Shri Ram Singh Kumar, Assistant Settlement Officer in the Office of the Regional Settlement Commissioner (Central) New Delhi as Managing Officer for the custody, management and disposal of Compensation Pool Properties with immediate effect.

[No. 8/236/ARG/62.]

क्र० आ० 296.—विस्थापित व्यक्ति (मुद्राविज्ञा तथा पुनर्वास) अधिनियम 1954 (1954 के 44) के उपभाग 16 के खड (ए) की प्रदत्त शक्तियों के अनुसार केन्द्रीय सरकार ने प्रादेशिक बन्दोबस्त आयुक्त कार्यालय (केन्द्रीय) नई दिल्ली के श्री रामसिंह कुमार सहायक बन्दोबस्त अधिकारी को उत्तर प्रदेश, बिहार, उड़ीसा, राजस्थान, पंजाब, हरियाणा तथा संघीय क्षेत्र हिमाचल प्रदेश प्रान्तों में प्रतिरूप कोष के अन्तर्गत सम्पत्तियों के संरक्षण, प्रबन्ध तथा निपटारे के लिए तत्काल ही प्रबन्ध अधिकारी नियुक्त किया है।

[संख्या 8/236/ए०आर०जी०/62]

S.O. 297.—In exercise of the powers conferred by Sub-Section (I) of Section 6 of the Administration of Evacuee Property Act, 1950, the Central Government hereby appoints for the States of Uttar Pradesh, Bihar, Orissa, Rajasthan, Punjab, Haryana and the Union Territory of Himachal Pradesh Shri Ram Singh Kumar, Asstt. Settlement Officer in the Office of the Regional Settlement Commissioner (Central) New Delhi as Assistant Custodian Evacuee Property for the purpose of discharging the duties assigned to such Assistant Custodian by or under the said Act with immediate effect.

[No. 8/236/ARG/62.]

क्र० आ० 297.—केन्द्रीय सरकार निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 के भाग 6 अनुभाग (1) की प्रदत्त शक्तियों का प्रयोग करते हुए प्रादेशिक बन्दोबस्त आयुक्त कार्यालय (केन्द्रीय) नई दिल्ली के श्री रामसिंह कुमार, सहायक बन्दोबस्त अधिकारी को उत्तर प्रदेश, बिहार, उड़ीसा, राजस्थान, पंजाब, हरियाणा तथा संघीय क्षेत्र हिमाचल प्रदेश प्रान्तों के लिए सहायक निष्क्रान्त, सम्पत्ति अभिरक्षक तत्काल ही नियुक्त किया है ताकि वे उन कार्यों का पालन कर सकें जो कि उपरोक्त अधिनियम के अन्तर्गत इस पद के लिए निर्धारित किये गये हैं।

[संख्या 8/236/ए०आर०जी०/62]

S.O. 298.—In exercise of the powers conferred by Clause (a) of Sub-Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints for the States of U.P., Bihar, Orissa, Rajasthan, Punjab, Haryana, Madhya Pradesh and the Union Territory of Himachal Pradesh the under-mentioned officers in the Office of the Regional Settlement Commissioner (Central) New Delhi, as Managing Officers for the custody, management and disposal of Compensation Pool properties with immediate effect.

(i) Shri P. C. Soti, Asstt. Settlement Officer.

(ii) Shri Sardar Singh, Managing Officer.

[No. 8/236/ARG/62.]

JANKI NATH,
Settlement Commissioner (C) & Ex-Officio Under Secy.

का० प्रा० 298.—केन्द्रीय सरकार विस्थापित व्यक्ति (मुआविजा तथा पुनर्वास) अधिनियम 1954 (1954 के 44) के उपभाग 16 के खंड (ए) की प्रवृत्त शक्तियों के अनुसार प्रादेशिक बन्दोबस्त आयुक्त कार्यालय (केन्द्रीय) नई दिल्ली के सर्वश्री पी० सी० सोती सहायक बन्दोबस्त अधिकारी तथा सरदार सिंह प्रबन्ध अधिकारी को उत्तर प्रदेश, बिहार, उड़ीसा, राजस्थान, पंजाब व हरियाणा व मध्य प्रदेश तथा संघीय क्षेत्र हिमाचल प्रदेश प्रान्तों में प्रतिकर कोष के अन्तर्गत सम्पत्तियों के संरक्षण प्रबन्ध तथा उनका निपटारा करने के लिए तत्काल ही प्रबन्ध अधिकारी नियुक्त किया है।

[संख्या 8/236/ए०आर०जी०/62]

जानकी नाथ,

बन्दोबस्त आयुक्त (सी) व भारत सरकार के पदेन अवसर सचिव।

ELECTION COMMISSION OF INDIA

ORDER

New-Delhi, the 24th December 1970

S.O. 299.—Whereas the Election Commission is satisfied that Shri Ram Singh, S/o Shri Shri Krishna, R/o village Shital Khera, H/o Haiwatmau Mawalya, Post Office Uttarathi, District Lucknow, Uttar Pradesh, a contesting candidate for the bye-election in 1969, to the Uttar Pradesh Legislative Assembly from 105-Sarojini-nagar Assembly Constituency, has failed to lodge an account of his election expenses within time and in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ram Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/105/69(165)/Bye.]

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 24 दिसम्बर, 1971

एम्प्रो० ओ० 299—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए 1969 में हुए उप निर्वाचन के लिए 105 सरोजनी नगर सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री राम सिंह सुपुत्र श्रीकृष्ण ग्राम शीतल खेड़ा मजरा हवतमऊ पो० आ० जिला लखनऊ, उत्तर प्रदेश लोकप्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा आयोजित समय के अन्दर तथा रीति से अपने निर्वाचनव्ययों का लेखा दाखिल करने में असमर्थ रहे हैं।

2. और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आदेश का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है।

3. अतः अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री राम सिंह को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि०स०/105/69(165)/उप०]

S.O. 300.—Whereas the Election Commission is satisfied that Shri Brij Bihari Lal, S/o Shri Shiv Ratan, R/o village Nawal Khera, Post Office Mohanlalganj, District Lucknow, Uttar Pradesh a contesting candidate for the bye-election in 1969 to the Uttar Pradesh Legislative Assembly from 105-Sarojini Nagar Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notices has not given any good reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Brij Bihari Lal, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/105/69(166)/Bye.]

एस० ओ० 300—अतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए 1969 में हुए उप निर्वाचन के लिए 105 सरोजनीनगर सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री बृज बिहारी लाल सुपुत्र श्री शिव रतन ग्राम नवल खेड़ा, पो० आ० मोहनलाल गंज, जिला लखनऊ (उत्तर प्रदेश) लोक प्रतिनिधित्व अधिनियम 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं।

2. और यतः उक्त उम्मीदवार ने उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई पर्याप्त कारण अथवा स्पष्टीकरण नहीं दिया है, तथा निर्वाचन आदेश का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

3. अतः अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री बृज बिहारी लाल को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि०स०/105/69(166)/उप०]

S.O. 301.—Whereas the Election Commission is satisfied that Shri Ram Dulare, S/o Shri Ram Sahai, R/o village Poore Murli (Kamhinpur), Post Office Lalganj, District Pratapgarh, Uttar Pradesh a contesting candidate for mid-term general election 1969 to the Uttar Pradesh Legislative Assembly from 117-Rampur Khas Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ram Dulare, to be disqualified for

being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/117/69(167).]

By Order,

A. N. SEN, Secy.

एस० आ० 301.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि साधारण निर्वाचन 1969 के लिए 117^{वाँ} रामपुर खास सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री राम दुलारे सुपुत्र श्री राम सहाय निवासी ग्राम पूरे मुरली (कमाइन पुर), पो० आ० लालगंज, जिला प्रतापगढ़, (उत्तरप्रदेश) लोक प्रतिनिधित्व अधिनियम 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ।

2. और यतः उक्त उम्मीदवार ने उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आदेश का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

3. अतः अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री राम दुलारे को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ;

[सं उ० प्र०-वि० सं०/117/69/167]

आदेश से,

ए० एन० सैन,

चिव, भारत निर्वाचन आयोग ।

गृह मंत्रालय

नई दिल्ली, 12 जनवरी, 1971

का० आ० 227.—यतः अखिल जम्मू और कश्मीर जनमत-संग्रह मोर्चा (आल कश्मीर प्लेक्सिडट फंड) एक ऐसा संगठन है—

(क) जो विधिविरुद्ध क्रिया-कलाप (निवारण) अधिनियम 1967 (1967 का 37) के अर्थ में विधिविरुद्ध क्रिया-कलाप करने के लिए व्यक्तियों और अपने सहानुभूति रखनेवालों को प्रोत्साहित करता है या उनकी सहायता करता है ;

(ख) जिसके सदस्य ऐसे क्रिया-कलाप करते हैं ;

(ग) जिसके ऐसे पूर्वोक्त व्यक्तियों और सहानुभूति रखनेवालों अथवा सदस्यों, जैसे, शेख मोहम्मद अब्दुल्ला, मिर्जा मोहम्मद अफजल बेग और श्री जी० एम० शाह, ने अलग-अलग अवसरों पर (जैसे कि शेख मोहम्मद अब्दुल्ला ने किश्तवार में 1 मई

1970 को और नक्शबंद साहेब श्रीनगर में 13 जुलाई 1970 को; मिर्जा मोहम्मद अफजल बेग ने नौबग कुंड में 13 सितम्बर 1970 को और हजरतबल श्रीनगर में 2 अक्टूबर 1970 को और श्री जी० एम० शाह ने अनंतनाग जिला के दमहाल में 26 अक्टूबर 1970 को) बोलकर या लिखित शब्दों द्वारा, या संकेतों द्वारा अथवा दृश्यरूपण द्वारा, भारत के राज्य क्षेत्र के एक भाग अर्थात् जम्मू और कश्मीर राज्य को (जिसे इसमें इसके बाद 'राज्य' कहा गया है) संघ से विलग हो जाने के दावे का समर्थन किया है और यह अवधारित करने के दावे को प्राख्यात किया है कि ऐसा भाग भारत के राज्यक्षेत्र का एक भाग रहेगा या नहीं;

(घ) जिसके ऐसे व्यक्तियों और सहानुभूति रखने वालों अथवा सदस्यों ने, ऐसे या अन्य अवसरों पर इस आशय के भाषण देकर या लेख लिख कर कि राज्य भारत का एक भाग नहीं है और यह कि राज्य के भारत में विलय होने के प्रश्न का निर्णय होना अभी शेष है या तो भारत की प्रभुता और प्रादेशिक अखंडता को अनंगीकरण किया है या उस पर आक्षेप किया है;

(ङ) जिसका उद्देश्य जनमत संग्रह द्वारा राज्य के भारत में विलय के प्रश्न का तथाकथित निपटारा है और उक्त उद्देश्य, जो इस बात के अवधारण के दावे के प्रख्यापन के समान है कि राज्य भारत के राज्यक्षेत्र का एक भाग है अथवा नहीं या भाग रहेगा अथवा नहीं उक्त अधिनियम के अर्थ में एक विधिविरुद्ध क्रियाकलाप है;

और यतः ऊपर के पैरा में निर्दिष्ट सभी या उनमें से किन्हीं कारणों से, और साथ ही ऐसे अन्य तथ्यों और सामग्री के आधार पर जो केन्द्रीय सरकार के अधिकार में है तथा जिसको प्रकट करना वह लोकहित के विरुद्ध समझती है, केन्द्रीय सरकार का यह मत है कि उक्त मोर्चा (फ्रंट) एक विधिविरुद्ध संगम है;

अतः अब विधिविरुद्ध क्रिया-कलाप (निवारण) अधिनियम 1967 (1967 का 37) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा अखिल जम्मू और कश्मीर जनमत-संग्रह मोर्चा (आल जम्मू एंड कश्मीर प्लेबिसाइट फ्रंट) को एक विधिविरुद्ध संगम घोषित करती है।

[संख्या एफ० 11/1/71-के(भाग-1)]

का० आ० 228.—यतः केन्द्रीय सरकार के गृह मंत्रालय ने विधिविरुद्ध क्रिया-कलाप (निवारण) अधिनियम, 1967 (1967 का 37) की धारा 3 की उपधारा (1) के अधीन जारी की गयी अपनी अधिसूचना सं० का० आ० 227 तारीख 12 जनवरी, 1971, द्वारा अखिल जम्मू और कश्मीर जनमत-संग्रह मोर्चा (आल जम्मू एंड कश्मीर प्लेबिसाइट फ्रंट) [जो इसमें इसके पश्चात् "जनमत-संग्रह मोर्चा" (प्लेबिसाइट फ्रंट) के नाम से निदृष्ट है] को विधिविरुद्ध संगम घोषित किया है;

और यतः केन्द्रीय सरकार का यह मत है कि निम्नलिखित ऐसी परिस्थितियाँ विद्यमान हैं, जिनके कारण उक्त संस्था को तुरन्त ही विधिविरुद्ध संगम घोषित करना उस सरकार के लिए आवश्यक हो गया है, अर्थात् :—

(1) युद्ध-विराम रेखा के दूसरी ओर ऐसे कतिपय संगठित सैनिक बलों के क्रिया-कलाप बढ़ते और गहन होते जा रहे हैं, जिनका उद्देश्य जम्मू और कश्मीर राज्य को संघ से बलपूर्वक विलग करना है, और जनमत-संग्रह मोर्चा (प्लेबिसाइट फ्रंट) के क्रिया-

कलाप, जिनका लाभ इन बलों द्वारा उठाये जाने की संभावना है, भी बढ़ती और गहन होती दिखाई दे रहे हैं; और

- (2) जनमत-संग्रह मोर्चे (प्लेबिसाइट फ्रंट) के उद्देश्यों की प्राप्ति के लिए इसके सदस्य और सहानुभूति रखने वाले लोग युवकों और शिक्षा संस्थाओं के विद्यार्थियों के कतिपय वर्गों को हिंसात्मक क्रिया-कलाप अपनाने का प्रोत्साहन देने का सुसंगठित प्रयत्न कर रहे हैं, जो कि तेजी से जोर पकड़ रहे हैं और जो नियंत्रण से बाहर हो जायेंगे और जब तक कि जनमत-संग्रह मोर्चे (प्लेबिसाइट फ्रंट) के क्रिया-कलापों पर सुरन्त रोक न लगा दी जाय और युवकों व विद्यार्थियों पर उनके प्रभाव को समाप्त न कर दिया जाय तब तक राज्य को सुरक्षा पर इतना प्रतिकूल प्रभाव पड़ेगा;

अतः, अथ, विधिविशुद्ध क्रिया-कलाप (निवारण) अधिनियम, 1967 की धारा 3 की उपधारा ((3) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निदेश देती है कि पूर्वोक्त अधिसूचना, धारा 4 के अधीन बनाये जाने वाले किन्हीं आदेशों के अधीन, शासकीय राजपत्र में प्रकाशित होने की तारीख से लागू होगी।

[सं० एफ० 11/1/71-के० (भाग 1)]

का० प्रा० 229.—केन्द्रीय सरकार, विधिविशुद्ध क्रिया-कलाप (निवारण) अधिनियम, 1967 (1967 का 37) की धारा 19 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा निदेश देती है कि वे सभी शक्तियाँ जो उक्त अधिनियम की धारा 7 और 8 के अधीन उसके द्वारा प्रयुक्त की जा सकती हैं जम्मू और कश्मीर की सरकार द्वारा भी प्रयुक्त की जाएंगी, तथा वह सरकार, केन्द्रीय सरकार के पूर्व अनुमोदन से, लिखित आदेश द्वारा निर्दिष्ट कर सकेगी कि उक्त सभी शक्तियाँ, जो उसके द्वारा प्रयुक्त की जाने के लिए निर्दिष्ट की गई हैं, ऐसी परिस्थितियों और ऐसी शर्तों के अधीन, यदि कोई हों, जैसी कि निदेश में विनिर्दिष्ट की जाय, उस सरकार के अधीनस्थ किसी ऐसे प्राधिकारी द्वारा प्रयुक्त की जाएंगी, जो उसमें विनिर्दिष्ट किया जाए।

[सं० एफ० 11/1/71-के० (भाग 1)]

अशोक सेन,

संयुक्त सचिव।

MINISTRY OF EDUCATION AND YOUTH SERVICES

«National Foundation for Teachers' Welfare»

(N. S. 4 Section)

New Delhi, the 4th January, 1971

In the matter of Charitable Endowments Act, 1890.

and

In the matter of the National Foundation for Teachers' Welfare, New Delhi.

S.O. 302.—In pursuance of paragraph 3 of the Schedule "B" to the Notification of the Government of India, in the Ministry of Education No. S.O. 1955 dated the 25th June, 1962, as amended by Notification of the Government of India, in the Ministry of Education No. S.O. 1485, dated the 29th April, 1967, as amended from time to time in supersession of the Notification of the Government of India, in the Ministry of Education No. S.O. 2169, dated the 20th June, 1970, the following appointment of the Vice-Chairman of the General Committee of the National Foundation for Teachers' Welfare, is hereby notified:—

Vice-Chairman

Shri T. P. Singh, Secy. to the Government of India,

Ministry of Education and Youth Services (Ex-Officio).

[No. F.8-6/69-N.S.4.]

T. R. JAYARAMAN, Jt. Secy.

DEPARTMENT OF COMMUNICATION

(P. & T. Board)

New Delhi, the 4th January, 1971

S.O. 303.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960 the Director General, Posts and Telegraphs hereby specifies the 14th February, 1971 as the date on which the Measured Rate System will be introduced in Miraj (Sangli District) Telephone Exchange Maharashtra Circle.

[No. 5-72/70-PHB.]

D. R. BAHL, Asstt. Director General.

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 4, जनवरी 1971

एस० ओ० 303.—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मिराज (सांगली) जिला टेलीफोन केन्द्र में 14-2-71 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-72/70-पी० एच० बी०]

डी० आर० बहल,

सहायक महानिदेशक (पी० एच० बी०)

MINISTRY OF HEALTH, FAMILY PLANNING AND WORKS, HOUSING AND URBAN DEVELOPMENT

(Department of Health)

New Delhi, the 6th December 1970

S.O. 304.—In pursuance of clause (d) of rule 2 of the Indian Medical Councils (Election of Licentiates) Rules, 1965, and in supersession of the Notification of the Government of India in the Ministry of Health and Family Planning and Works, Housing and Urban Development (Department of Health) No. S.O. 2943, dated 17th July, 1969, the Central Government hereby appoints Dr. M. M. Mahajan, A.D.G.(M) Directorate General of Health Services, New Delhi as "Returning Officer" for the conduct of election of a member to the Medical Council of India under clause (d) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956).

[No. F.4-23/70-MPT.]

P. C. ARORA Under Secy.

स्वास्थ्य, परिवार नियोजन, निर्माण, आवास एवं नगर विकास मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 6 दिसम्बर 1970

एस० ओ० 304.—भारतीय चिकित्सा परिषद (लाइसेन्सिएटों का चयन) नियमावली, 1965 के नियम 2 के खण्ड (घ) का पालन करते हुए तथा भारत सरकार स्वास्थ्य, परिवार

नियोजन एवं निर्माण, आवास एवं नगर विकास (स्वास्थ्य विभाग) की 17 जुलाई 1969 की अधिबूचना सख्या एस० ओ० 2943 का अधिक्रमण करते हुए केन्द्रीय सरकार एतद्वारा स्वास्थ्य सेवाओं के महानिदेशालय, नई दिल्ली में सहायक महानिदेशक डा० एम० एम० महाजन को भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप धारा (1) के खण्ड (घ) के अधीन भारतीय चिकित्सा परिषद् के सदस्य का चुनाव कराने के लिए 'निर्वाचन अधिकारी', नियुक्ति करती है।

[सं० 4-23/70-एम० पी० टी०]

पी० सी० श्रीरा,

अवर सचिव, भारत सरकार।

(Department of Works, Housing & Urban Development)

New Delhi, the 29th December 1970

S.O. 305.—Whereas certain modifications which the Central Government proposed to make in the Master Plan for Delhi as regards the areas mentioned in the Schedule hereto annexed, in accordance with the provisions of section 44 of the Delhi Development Act, 1957 (61 of 1957) read with rule 6 made thereunder, as required by sub-section (3) of section 11A of the said Act inviting objections and suggestions;

And whereas the Central Government, after considering the objections and suggestions with regard to the areas mentioned in the aforesaid Schedule, have decided to modify the Master Plan for Delhi;

Now, therefore, the Central Government, in exercise of the powers conferred by sub-section (2) of section 11A of the said Act, hereby makes the following modifications in the said Master Plan for Delhi, namely:—

- (1) Due to the change in the alignment of the 100 ft. Master Plan Road, connecting Patel Road and Ring Road, further north-west, 32 acres of land contiguous to the Kirti Nagar Mineral Siding and Warehousing Scheme has been made available. The land is located south-east of the above mentioned road and starts from its junction with Ring Road. The land use of this 32 acres to be changed from "recreational (green)" to "industrial (Warehousing) and Mineral siding."
- (2) Land use of approximately 10 acres of land in the approved portion of the layout plan of Mansarover Garden earmarked as "recreational (green)" in the Master Plan to be changed to "residential". The area is located north-west of the 100 ft. wide road, connecting Patel Road and Ring Road, starting from its junction with Ring Road and extending along with the above mentioned 100 ft. road.
- (3) Approximately 10 acres of land in the approved portion of the layout plan of Kirti Nagar residential scheme, mainly comprising blocks J. and K. which is earmarked as "industrial" in the Master Plan to be changed to "residential."

THE SCHEDULE

- (1) 32 acres land contiguous to the Kirti Nagar Mineral Siding and Warehousing Scheme, located south-east of the 100 ft. Master Plan Road, connecting Patel Road and Ring Road which starts from its junction with Ring Road.
- (2) Approximately 10 acres of land in the approved portion of the layout plan of Mansarover Garden located North-west of the 100 ft. wide road connecting Patel Road and Ring Road starting from its junction with Ring Road.

- (3) Approximately 10 acres of land in the approved portion of the layout plan of the Kirti Nagar residential scheme, mainly comprising blocks J and K.

[No. F.21023(11)/66-4D.]

L. M. SUKHWANI, Under Secy.

(निर्माण, आवास और नगर-विकास विभाग)

नई दिल्ली, 29 दिसम्बर, 1970

एस० नो० 305.—यतः दिल्ली विकास अधिनियम, 1957 (1957 के 61) की धारा 44 के उपबन्धों के अनुसार, बतदधीन बने नियम 6 के साथ पठित, जैसा कि उक्त अधिनियम की धारा 11 (क) की उपधारा (3) द्वारा अपेक्षित है, केन्द्रीय सरकार ने दिल्ली की बृहत् योजना में, इसके साथ संलग्न अनुसूची में दिए गए क्षेत्रों के लिए कतिपय संशोधनों का प्रस्ताव कर आपत्तियाँ तथा सुझाव आमंत्रित किए थे ;

और यह कि केन्द्रीय सरकार ने, पूर्वोक्त अनुसूची में दिए गए क्षेत्रों के सम्बन्ध में आपत्तियों तथा सुझावों पर विचार करने के पश्चात्, दिल्ली की बृहत् योजना में संशोधन करने का निर्णय किया है;

अतएव, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 (क) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दिल्ली की बृहत् योजना में एतद्वारा निम्नलिखित संशोधन करती है, नामशः :—

- (1) पटेल रोड तथा रिंग रोड की ओर उत्तर-पश्चिम की ओर मिलाने वाली 100 फुट चौड़ी बृहत् योजना सड़क के संरेखण में परिवर्तन होने के कारण, कीर्तिनगर खनिज साईडिंग तथा भण्डारागार योजना के साथ लगती हुई 32 एकड़ भूमि उपलब्ध हो गई है। भूमि उपर्युक्त सड़क के दक्षिण-पूर्व में स्थित है, तथा इसके रिंग रोड के साथ मिलन-स्थान से शुरू होती है। इस 32 एकड़ भूमि का उपयोग "मनोरंजनात्मक (हरे)" से औद्योगिक (गोदाम) तथा खनिज साईडिंग में परिवर्तन करना है।
- (2) मानसरोवर गार्डन के ले-आउट प्लान के अनुमोदित भाग में लगभग 10 एकड़ भूमि, जो बृहत् योजना में "मनोरंजनात्मक (हरी)" उद्दिष्ट है, भू-उपयोग को "रिहायशी" में बदलना है। क्षेत्र, पटेल रोड तथा रिंग रोड को मिलाने वाली 100 फीट चौड़ी सड़क के उत्तर-पश्चिम में स्थित है, जो रिंग रोड पर इसके मिलन-स्थल से शुरू हो कर उक्त 100 फीट रोड के साथ-साथ फैली है।
- (3) कीर्तिनगर रिहायशी-योजना के ले-आउट प्लान के अनुमोदित भाग में लगभग 10 एकड़ भूमि, जितमें मुख्यतः 'जे' तथा 'के' बलाक समाविष्ट हैं, जो बृहत् योजना में "औद्योगिक" अंकित हैं, को 'रिहायशी' में बदलना है।

अनुसूची

- (1) कीर्तिनगर खनिज साईडिंग तथा गोदाम योजना के साथ लगती हुई 32 एकड़ भूमि, जो पटेल रोड तथा रिंग रोड को मिलाने वाली 100 फीट मास्टर प्लान रोड के दक्षिण-पूर्व में स्थित है, जो रिंग रोड से इसके मिलन-स्थान से शुरू होती है।

- (2) पटेल रोड तथा रिंग रोड को मिलाने वाली 100 फीट चौड़ी सड़क के उत्तर-पश्चिम में स्थित मानसरोवर गार्डन के ले-आउट प्लान के अनुमोदित भाग में लगभग 10 एकड़ भूमि, जो रिंग रोड से इसके मिलन-स्थान से शुरू होती है।
- (3) कीर्तिनगर रिहायशी योजना के ले-आउट प्लान में अनुमोदित भाग में लगभग 10 एकड़ भूमि जिसमें मुख्यतया ब्लॉक 'जे' तथा 'के' समाविष्ट हैं।

[सं० 21023 (11)/66-यू० डी०]

एल० एम० सुखवाणी, अव्वर सचिव।

(Department of Health)

ORDER

New Delhi, the 4th January, 1971

S.O. 306.—Whereas by the Notification of the Government of India in the late Ministry of Health No. F. 32-30/63-MPT, dated the 5th June, 1964, the Central Government has directed that the Medical Qualification, M.D. (John Hopkins University, U.S.A.) shall be recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Ronald S. Seaton, who possesses the said qualification is for the time being attached to the Kolhapur Church Council, Kolhapur for the purposes of teaching, research and Charitable Work.

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of Section 14 of the said Act, the Central Government hereby specifies—

- (i) a further period of two years from the date of publication of this order in the Official Gazette, or
- (ii) the period during which Dr. Ronald S. Seaton is attached to the said Kolhapur Church Council, Kolhapur, whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F. 19-29/70-MPT.]

M. C. MISRA, Dy. Secy.

(स्वास्थ्य विभाग)

आदेश

नई दिल्ली, 4 जनवरी, 1971

एस० प्रो० 306.—यतः भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय की दिनांक 5 जून, 1964 की अधिसूचना संख्या एफ० 32-30/63 एम पी टी द्वारा केन्द्रीय सरकार ने निदेश दिया है कि भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) के प्रयोजनों के लिये (जान हॉपकिन्स यूनिवर्सिटी, यू० एस० ए०) द्वारा प्रदत्त "म० डी०" नामक चिकित्सा अर्हता मान्य चिकित्सा अर्हता होगी ;

और यतः डा० रानाल्ड एस० साटोन को जिसके पास उक्त अर्हता है अध्यापन-अनुसंधान तथा धर्मार्थ कार्य के प्रयोजनों के लिये फिलहाल कोल्हापुर चर्च परिषद के साथ सम्बद्ध किया जा रहा है।

अतः अश्व, उक्त अधिनियम की धारा 14 की उपधारा (1) के परन्तुक के भाग (ग) का पालन करते हुए केन्द्रीय सरकार एतद्वारा—

- (1) सरकारी गजट में इस आदेश के प्रकाशित होने से आगे 2 वर्ष की और अवधि को अथवा
- (2) उस अवधि को जब तक डा० रोनाल्ड एस० सीटोन उक्त कोल्हापुर चर्च परिषद, कोल्हापुर के साथ सम्बद्ध रहते हैं जो भी कम हो, वह अवधि विनिर्दिष्ट करती है, जिसमें पुर्वोक्त डा० मेडिकल प्रैक्टिस कर सकेंगे।

[सं० 19-29/70-एम० पी० टी०]

महेश चन्द्र मिश्र, उप सचिव।

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 18th December 1970

S. O. 307.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following regulations further to amend the Civil Service Regulations, namely:—

1. (1) These regulations may be called the Civil Service (Seventh Amendment) Regulations, 1970.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Civil Service Regulations, for Article 13, the following Article shall be substituted, namely:—

“13—“Month” means a calendar month. In calculating a period expressed in terms of months and days, complete calendar months should be calculated and the odd number of days added thereto.

Illustrations—(a) To calculate 3 months and 25 days on and from the 25th January, the following method should be adopted:—

	Y.	M.	D.
25th January to 31st January]	0.	0.	7.
February to April	0.	3.	0.
1st May to 13th May	0.	0.	13.
	0.	3.	20

(b) The period commencing on 30th January and ending with the 2nd March should be deemed as 1 month and 4 days, as indicated below:—

	Y.	M.	D.
30th January to 31st January]	0.	0.	2.
February	0.	1.	0.
1st March to 2nd March	0.	0.	2.
	0.	1.	4.

[No. F. 24 (16)-EV/68]

MEHAR SINGH, Under Secy.

(Department of Banking)

New Delhi, the 4th January 1971

S.O. 348.—Statement of the Affairs of the Reserve Bank of India, as on the 25th December, 1970

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up . . .	5,60,00,000	Notes	13,46,82,000
		Rupee Coin	3,95,000
Reserve Fund	150,00,00,000	Small Coin	4,41,000
National Agricultural Credit (Long Term Operations) Fund . . .	172,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	38,19,19,000
National Agricultural Credit (Stabilisation) Fund . . .	37,00,00,000	Balances Held Abroad*	105,75,43,000
National Industrial Credit (Long Term Operations) Fund	95,00,00,000	Investments**	92,59,90,000
		Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments†	181,95,09,000
Deposits—		Loans and Advances to :—	
(a) Government—		(i) Scheduled Commercial Banks†	302,19,40,000
		(ii) State Co-operative Banks ††	291,31,12,000
(i) Central Government	278,51,74,000	(iii) Others	2,15,90,000

(a) State Governments		6,98,90,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
(b) Banks			(a) Loans and Advances to :—	
(i) Scheduled Commercial Banks		188,88,12,000	(i) State Governments	34,23,59,000
(ii) Scheduled State Co-operative Banks		7,82,49,000	(ii) State Co-operative Banks	21,48,04,000
(iii) Non-Scheduled State Co-operative Banks		71,16,000	(iii) Central Land Mortgage Banks . . . . .	..
(iv) Other Banks		40,18,000	(b) Investment in Central Land Mortgage Bank Debentures Loans and Advances from National Agricultural Credit (Stabilisation) Fund	9,57,02,000
			Loans and Advances to State Co-operative Banks	5,30,30,000
			Loans, Advances to State Co-operative Banks Loans, Advances and Investment from National Industrial Credit (Long Term Operations) Fund	
(c) Others		86,16,65,000	(a) Loans and Advances to the Development Bank	27,68,71,000
Bills Payable		54,67,26,000	(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
Other Liabilities		81,58,24,000	Other Assets	33,82,87,000
	Rupees	1164,81,74,000		Rupees . 1164,81,74,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 130,70,50,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 30th day of December, 1970.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 25th day of December, 1970.
ISSUE DEPARTMENT

LIABILITIES	Rs	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	13,46,82,000		Gold Coin and Bullion :—		
Notes in circulation	<u>4005,48,22,000</u>		(a) Held in India	182,53,11,000	
Total Notes issued		4018,95,04,000	(b) Held outside India	..	
			Foreign Securities	<u>311,42,00,000</u>	
			TOTAL		493,95,11,000
			Rupee Coin		57,67,11,000
			Government of India Rupee Securities		3467,32,82,000
			Internal Bills of Exchange and other commercial paper		..
TOTAL LIABILITIES		<u>4018,95,04,000</u>	TOTAL ASSETS		<u>4018,95,04,000</u>

Dated the 30th day of December, 1970.

R. K. HAZARI,
Dy. Governor.

[No. F. 3(3)-BC/70]

(बाक्य विभाग)

नई दिल्ली, 4 जनवरी, 1971

एस० नो० 308.—25 दिसम्बर 1970 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण ।

व्ययताएं	रुपये	प्राप्तियां	रुपये
चुक्ता पूंजी	5,00,00,000	नोट	13,46,82,000
प्रारक्षित निधि	150,00,00,000	रुपये का सिक्का	3,95,000
		छोटा सिक्का	4,41,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि	172,00,00,000	खरीदे और भुनाये गये बिल :—	
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि	37,00,00,000	(क) देशी . . . . .	..
		(ख) विदेशी . . . . .	..
		(ग) सरकारी खजाना बिल	38,19,19,000
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि	95,00,00,000	विदेशों में रखा हुआ बकाया*	105,75,43,000
जमा-राशि :—		निवेश**	92,59,90,000
(क) सरकारी		ऋण और ग्रन्थिम :—	
(i) केन्द्रीय सरकार	278,51,74,000	(i) केन्द्रीय सरकार को . . . . .	..
(ii) राज्य सरकारें	6,98,90,000	(ii) राज्य सरकारों को@	18,19,50,000
		ऋण और ग्रन्थिम :—	
(ख) बैंक		(i) अनुसूचित वाणिज्य बैंकों को†	302,19,40,000
(i) अनुसूचित वाणिज्य बैंक	188,88,12,000	(ii) राज्य सहकारी बैंकों को††	291,31,12,000
(ii) अनुसूचित राज्य सहकारी बैंक	7,89,49,000	(iii) दूसरों को	2,15,90,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, ग्रन्थिम और निवेश :—	

		(क) ऋण और अग्रिम:-	
(iii) गैर-प्रनुसूचित राज्य सहकारी बैंक	71,16,000	(i) राज्य सरकारों को	34,23,59,000
(iv) अन्य बैंक	40,18,000	(ii) राज्य सहकारी बैंकों को	21,48,04,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को	..
(ग) अन्य	86,16,65,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	9,57,02,000
देय बिल	54,67,26,000	राज्य सहकारी बैंकों को ऋण और अग्रिम	5,30,30,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश :-	
अन्य देयताएं	81,58,24,000	(क) विकास बैंक को ऋण और अग्रिम	27,68,71,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश अन्य प्रास्तियां	38,82,87,000
रूपये	1164,81,74,000	रूपये	1164,81,74,000

*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किय गये निवेश शामिल नहीं हैं।

@राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के प्रस्थायी प्रोवरड्राफ्ट शामिल हैं।

†रिजर्व बैंक आफ इंडिया अधिनियम की धारा 17 (4) (ग) के अधीन प्रनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 130,70,50,000 रुपये शामिल हैं।

††राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख: 30 दिसम्बर, 1970।

**रिज़र्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में दिसम्बर 1970 की 25 तारीख को समाप्त हुए सप्ताह के लिये लेखा
इसू विभाग**

देयताएं	रुपये	रुपये	आस्तियां	रुपये	रुपये
बकिस विभाग में रखे हुए			सोने का सिक्का और बुलियन :-		
नोट	13,46,82,000		(क) भारत में रखा हुआ	182,53,11,000	
संचलन में नोट	4005,48,22,000		(ख) भारत के बाहर रखा हुआ	..	
			विदेशी प्रतिभूतियां	311,42,00,000	
जारी किए गए कुल नोट		4018,95,04,000	जोड़		493,95,11,000
			रुपये का सिक्का		57,67,11,000
			भारत सरकार की रुपया प्रतिभूतियां		3467,32,82,000
			देशी विनिमय बिल और दूसरे बाणिज्य पत्र		.
कुल देयताएं		4018,95,04,000	कुल आस्तियां		4018,95,04,000

तारीख : 30 दिसम्बर, 1970।

एस० जगन्नाथन,
चवर्नर ।

[सं० फ० 3(3)-बी० सी०/70]

S.O. 309.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Bareilly Corporation (Bank) Ltd., Bareilly,—

- (a) in respect of the immovable properties held by it at Farrukhabad, and
- (b) in respect of the house property held by it at Jugalghat, Brindaban (District Mathura) till the 13th December, 1971.

[No. F.15(3)-BC/70.]

नई दिल्ली, 4 जनवरी, 1971

एस० ओ० 309 .—बैंकिंग विनियमन अधिनियम, 1949 (1949 का 10वां) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिकारिश पर एतद्वारा घोषित करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध जहाँ तक उनका सम्बन्ध निम्नलिखित सम्पत्ति से है, बरेली कारपोरेशन (बैंक) लिमिटेड, बरेली पर लागू नहीं होंगे :

- (क) इसकी फर्रुखाबाद स्थित भवन सम्पत्ति।
- (ख) 13 दिसम्बर, 1971 तक इसकी जुगलघाट, बृन्दावन, (जिला मथुरा) स्थित भवन सम्पत्ति।

[सं० एफ० 15(3)—बी० सी०/70.]

New Delhi, the 5th January 1971

S.O. 310.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply, till the 6th October, 1971, to the Punjab & Sind Bank Ltd., New Delhi, in respect of the two properties, viz premises No. 4 consisting of residential quarters and shops at Dispensary Road and double storeyed building No. 33/32, Moti Bazar, both held by it at Dehra Dun.

[No. F. 15(24)-BC/70.]

K. YESURANTAM, Under Secy.

नयी दिल्ली, 5 जनवरी, 1971

एस० ओ० 310.—बैंकिंग विनियमन अधिनियम, 1949 (1949 का 10 वां) की धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिकारिश पर एतद्वारा घोषित करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध 6 अक्टूबर 1971 तक दी पंजाब एण्ड सिंध बैंक लिमिटेड, नयी दिल्ली पर लागू नहीं होंगे जहाँ तक उनका सम्बन्ध बैंक की देहरादून स्थित दो सम्पत्तियों अर्थात् डिस्पेंसरी रोड स्थित मकान संख्या 4 जिसमें रिहायशी क्वाटर और दुकानें हैं और मोती बाजार स्थित दोमंजली इमारत संख्या 33/32 से है।

[संख्या एफ० 15(24)—बी० सी०/70]

शुद्धि-पत्र

नई दिल्ली, 30 दिसम्बर 1970

एस० नो० 311.—वित्त मंत्रालय (बैंकिंग विभाग) द्वारा हिन्दी में 27 नवम्बर 1970 को जारी की गई अधिसूचना संख्या एफ० 17(11)-बी० सी०/69 की अंतिम पंक्ति में “3 जनवरी 1970” के स्थान पर “31 दिसम्बर 1971” पढ़ें।

[सं० एफ० 17(II)-बी० सी०/69]

के० येसुत्तम, अनु सचिव।

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 23rd November 1970

S.O. 312.—In exercise of the powers conferred by sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorises Sri M. S. Mamdapurkar, who is a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification supersedes Notification No. 2, dated 8th January, 1970 (F. No. 404/1/70-ITCC) and shall come into force with effect from 25th November, 1970.

[No. 187 F. No. 404/1/70-ITCC.]

R. D. SAXENA, Dy. Secy.

(राजस्व और बीमा विभाग)

आयकर

नई दिल्ली, 23 नवम्बर, 1970

एस० नो० 312.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 में खण्ड (44) के उपखण्ड (III) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री एम० एस० मामदापुरकर को, जो केन्द्रीय सरकार का राजपत्रित अधिकारी है, उक्त अधिनियम में अधीन करवसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. अधिसूचना संख्या, 2, तारीख 8 जनवरी, 1970 (फा० सं० 404/1/70-आई० टी० सी० सी०) को यह अधिसूचना अधिस्त है और 25 नवम्बर, 1970 से प्रवृत्त होगी।

[सं० 187/एफ० सं० 404/1/70-आई० टी० सी० सी०]

आर० डी० सक्सेना, उप सचिव।

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 26th December 1970

S.O. 313.—It is hereby notified for general information that the institutions mentioned below has been approved by the Council of Scientific and Industrial

Research, the "prescribed authority", for the purposes of clause (li) of sub-section (1) of Section 35 of the Income-tax Act, 1961.

INSTITUTION

Institute for Financial Management and Research, Madras.

[No. 200 F. No. 203/18/70-ITA2.]

S. N. NAUTIAL, Dy. Secy.

(राजस्व और बीमा विभाग)

आयकर

नई दिल्ली, 26 दिसम्बर, 1970

एस० न्नी० 213.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि निम्नलिखित संस्था को वैज्ञानिक और औद्योगिक अनुसंधान परिषद् द्वारा आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनों के लिए "विहित प्राधिकरण" अनुमोदित किया गया है।

संस्था

विस्तीय प्रबन्ध और अनुसंधान संस्थान मद्रास,

[सं० 200/फा० सं० 203/18/70-आई० टी० ए० 2]

एस० एन० नौटियाल, उप सचिव।

(Department of Revenue and Insurance)

ORDER

STAMPS

New Delhi, the 16th January 1971

S.O. 314.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the stamp duty with which all promissory notes to be executed by the State Bank of India in terms of the French Credit Agreement, to be signed between the State Bank of India and the two French Banks, namely, Banque Nationale De Paris and Banque Francaise Du Commerce Exterieur, Paris, are chargeable under the said Act.

[No. 1/71-Stamps/F. No. 1/46/70-Cus.VII.]

P. K. KAPOOR, Under Secy

(राजस्व और बीमा विभाग)

आदेश

स्टाम्प

नई दिल्ली, 16 जनवरी, 1971

एस० न्नी० 214.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उस स्टाम्प शुल्क से छूट देती है जिससे भारतीय स्टेट बैंक और दो फ्रांसीसी बैंकों, अर्थात् बैंक नेशनल दि पेरिस और बैंको फ्रांसे दु कामर्स एक्स्टीरियर, पेरिस के बीच हस्ताक्षर किए जाने वाले फ्रांसीसी प्रत्यय

करार के अनुसार भारतीय स्टेट बैंक द्वारा निष्पादित किए जानेवाले सभी प्रामिसरी नोट उक्त अधिनियम के अधीन प्रभावी हैं।

[सं० 1/71-स्टाम्प/एफ० सं० 1/46/70 सी० शु०]

पी० के० कपूर, अवसर सचिव।

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 29th June 1970

S.O. 315.—In exercise of the powers conferred by sub-section (I) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in partial modification of its earlier order F. No. 261/18/70-ITJ dated the 19th May, 1970, the Central Board of Direct Taxes hereby directs that in the Schedule annexed thereto in Sl. 2 under Muzaffarpur Range, Bettiah Circle, Bettiah shall be added as item (v) in column 3 thereof and that in sl. 3 under Bhagalpur Range, Saharsa Circle, Saharsa shall be added as item (iv) in column 3 thereof.

This notification shall take effect from 1st July, 1970.

Explanatory Note

The modification has become necessary on account of the recent creation of two new Circles, namely Bettiah Circle, Bettiah and Saharsa Circle, Saharsa.

(The above note does not form part of the notification but is intended merely to clarify it).

[No. 113 F. No. 261/18/70-ITJ.]

Y. SINGH, Under Secy.

कन्द्रीय प्रत्यक्ष कर बोर्ड

आयकर

नई दिल्ली, 29 जून 1970

एन० ओ० 315—आयकर अधिनियम 1961 (1961 का 43) की धारा 122 की उपधारा (1) और इस निमित्त उसे समर्थ बनाने वाले सभी अन्य शक्तियों का प्रयोग करते हुए और अपने पूर्वतर आदेश एफ० सं० 261/18/70-आई टी जे तारीख 19 मई 1970 का आंशिक उपान्तरण करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एन० द्वारा निदेश देता है कि उससे संलग्न अधिसूची में मुजफ्फरपुर रेंज, बेतिया सर्किल, बेतिया के अन्तर्गत क्रम सं० 2 के नीचे बेतिया को उसके स्तम्भ 3 में मद (V) के रूप में जोड़ा जाएगा और भागलपुर रेंज, सहरसा सर्किल के अन्तर्गत क्रम सं० 3 में सहरसा को उसके स्तम्भ 3 में की मद (IV) के रूप में जोड़ा जाएगा।

यह अधिसूचना 1 जुलाई 1970 से प्रभावी होगी।

स्पष्टीकरण टिप्पण

यह अधिसूचना हाल ही में दो नए सर्किलों, अर्थात् बेतिया सर्किल, बेतिया और सहरसा सर्किल, सहरसा, के बनाए जाने के कारण आवश्यक हो गई है।

(उपर्युक्त टिप्पण अधिसूचना का भाग नहीं है किन्तु इसका आशय केवल स्पष्टीकरण करना है)।

[सं० (113)/एफ सं० 261/18/70-आई० टी० जे०]

वाई० सिंह, अवसर सचिव।

ESTATE DUTY

New Delhi, the 18th December 1970

S.O. 316.—In exercise of the powers conferred by the second proviso to sub-section (2) of Section 4 of the Estate Duty Act, 1953 (34 of 1953) and in supersession of its notification No. 9/F. No. 21/135/66-ED dated the 31st March, 1970 published as S.O. 1321 in Part II, Section 3, Sub-Section (ii) of the Gazette of India dated the 11th April, 1970, the Central Board of Direct Taxes hereby directs that every Income-tax Officer appointed to be an Assistant Controller and posted to the Estate Duty-cum-Income-tax Circle, Jullundur shall perform his functions as Assistant Controller in the said circle to the exclusion of all other Assistant Controllers in respect of the estates of all deceased persons who, immediately before their death, were being or would have been assessed to income-tax, had they derived any taxable income in any Income-tax Circle, the headquarters of which lies within the Revenue districts of:—

- (i) Amritsar, Jullundur, Hoshiarpur, Gurdaspur and Kapurthala of the Punjab State; and
- (ii) Jammu, Udhampur, Kathua, Poonch and Doda of the state of Jammu and Kashmir.

This notification shall come into force from the 1st January, 1971.

[No. 23.]

सम्पदा शुल्क

नई दिल्ली, 18 दिसम्बर, 1970

एस० आ० 316.—सम्पदा शुल्क अधिनियम, 1953 (1953 का 34) की धारा 4 की उपधारा (2) के दूसरे उपबन्ध द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और भारत के राजपत्र के भाग 2, खण्ड 3, उपखण्ड (ii), दिनांक 11-4-70 में का० आ० 1321 के रूप में प्रकाशित अपनी अधिसूचना सं० 1 फा० सं० 21/135/66-ई०डी०, दिनांक 31 मार्च, 1970 को अविष्टित करती हुए केन्द्रीय पत्यक्ष कर मण्डल निर्देश देता है कि सहायक नियंत्रक के रूप में नियुक्त और सम्पदा शुल्क सह-आयकर मण्डल, जलंधर में तैनात प्रत्येक आयकर अधिकारी उक्त मण्डल में सभी अन्य सहायक नियंत्रकों के अपवर्जन में सहायक नियंत्रक की हैसियत से अपने कृत्यों का पालन उन सभी मृत व्यक्तियों की संपत्ति की बाबत करेगा, जो अपनी मृत्यु से तुरन्त पहले आयकर से निर्धारित हो रहे थे या होने वाले थे, यदि वे किसी ऐसे आयकर मण्डल में कोई कर्गधेय आय प्राप्त करते, जिसके प्रधान कार्यालय निम्नलिखित राजस्व जिलों के भीतर पड़ते हैं :

- (1) पंजाब राज्य के अमृतसर, जलंधर, होशियारपुर, गुरदासपुर और कपूरथला, और
- (2) जम्मू कश्मीर राज्य के जम्मू, उधमपुर, कथुआ, पंछ और डोडा ।

यह अधिसूचना 1-1-1971 से लागू होगी ।

[सं 23]

S.O. 317.—In exercise of the powers conferred by the second proviso to sub-section (2) of section 4 of the Estate Duty Act, 1953 (34 of 1953), the Central Board of Direct Taxes hereby creates a new Estate Duty-cum-Income-tax Circle at Srinagar with Headquarters at Srinagar and directs that every Income-tax Officer appointed to be an Assistant Controller and posted to the Estate Duty-cum-Income-tax Circle, Srinagar shall perform his functions as Assistant Controller in the said circle to the exclusion of all other Assistant Controllers in respect of the estates of all deceased persons who, immediately before their death, were being or would have been assessed to Income-tax had they derived any taxable income in any Income-tax Circle, the Headquarters of which lies within the revenue districts of:—

Srinagar
Anantnag
Baramulla
Ladakh.

This notification shall come into force from the 1st January, 1971.

[No. 24.]

BALBIR SINGH, Secy.

एस० नो० 318.—सम्पदा शुल्क अधिनियम 1953 (1953 का 34) की धारा 4 की उपधारा (2) के दूसरे उपबन्ध द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्रीय प्रत्यक्ष कर मण्डल श्रीनगर में एक नए सम्पदा शुल्क-सह-आयकर मण्डल का निर्माण करता है, जिसका मुख्यालय श्रीनगर में होगा और निर्वेश देता है कि सहायक नियंत्रक के रूप में नियुक्त और सम्पदा-शुल्क-सह-आयकर मण्डल, श्रीनगर में तैनात प्रत्येक आयकर अधिकारी उक्त मण्डल में सभी अन्य सहायक नियंत्रकों के अपवर्जन में सहायक नियंत्रक की हैसियत से अपने कृत्यों का पालन उन सभी मृत व्यक्तियों की सम्पदा की बाबत करेगा जो अपनी मृत्यु से तुरन्त पहले आयकर से निर्धारित हो रहे थे या होने वाले थे यदि वे किसी ऐसे आयकर मण्डल में कोई कराघेय आय प्राप्त करते, जिसके प्रधान कार्यालय निम्नलिखित राजस्व जिलों के भीतर पड़ते हैं :—

श्रीनगर
अनन्तनाग
बारामूला
सहाख

यह अधिसूचना 1-1-1971 से लागू होगी ।

[सं 24]

बलबीर सिंह, सचिव ।

CORRIGENDUM

New Delhi, the 23rd November 1970

S.O. 318.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby directs that in its Notification No. 148 F. No. 187/13/70-IT(AI) dated the 31st August, 1970, the following change shall be made:—

For "Notification No. 86 dated 29th June, 1970".

Read "Notification No. 87 dated 29th May, 1970".

[No. 184 F. No. 187/13/70-IT(AI).]

शुद्धिपत्र

नई दिल्ली, 23 नवम्बर 1970

एस० नो० 318.—आय-कर अधिनियम 1961 (1961 का 43) की धारा 121 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्द्वारा निदेश देता है कि उसकी अधिसूचना सं० 148 (फा० सं० 187/13/70—आई० टी० (ए 1) तारीख 31 अगस्त 1970 में निम्नलिखित परिवर्तन किया जाएगा :—

“अधिसूचना सं० 86 तारीख 29-6-70” [के स्थान पर “अधिसूचना सं० 87 तारीख 29-5-70” पढ़िए ।

[सं० 184/फा० सं० 187/13/70—आई० टी० ए० I.]

New Delhi, the 26th November 1970

S.O. 319.—In exercise of the powers conferred by Section 128 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby modifies its notification No. 3 F. No. 55/165/68-IT(AI) dated 24th April, 1970, as under:—

Against Item 1 of Annexure 'A' for Incometax Officer, Additional Salary Circle, Delhi read Incometax Officer, Salary Circle, Delhi.

[No. 16 (F. No. 55/165/68-IT(AI).]

B. MADHAVAN, Under Secy.

नई दिल्ली, 26 नवम्बर 1970

एस० ओ० 319.—आयकर अधिनियम 1961 (1961 का 43) की धारा 126 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा अपनी अधिसूचना सं० 3 (फा० सं० 55/16/68/आई टी (ए I) तारीख 24-4-70 को निम्नलिखित रूप में उपान्तरित करता है :—

उपान्वध 'क' की मद 1 के सामने आय-कर अधिकारी अतिरिक्त वेतन सर्किल दिल्ली के स्थान पर आय-कर अधिकारी वेतन सर्किल, दिल्ली पढ़िए।

[सं० 16/फा० सं० 55/165/68-आई० टी० (ए० I)]

बी माधवन, अवर सचिव।

MINISTRY OF FOREIGN TRADE

RUBBER CONTROL

New Delhi, the 26th December 1970

S.O. 320.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 4 of the Rubber Act, 1947 (24 of 1947), read with sub-rule (2) of rule 3, and sub-rule (2) of rule 4, of the Rubber Rules, 1955, the Central Government hereby appoints, on the recommendation of the Government of Tamil Nadu (Madras) Shri K. A. Bhoja Shetty I. F. S., Chief Conservator of Forests, Madras, as a member of the Rubber Board, Kottayam, vice Shri T. Jeyadev I. F. S., with effect from the 8th September, 1970.

[No. 15(4) Plant(B)/70.]

N. N. MALHAN,

Dy. Director.

विदेशी व्यापार मंत्रालय

रबर नियंत्रण

नई दिल्ली, 26 दिसम्बर 1970

सा० आ० 320.—रबर नियम, 1955 के नियम 3 के उप-नियम (2), तथा नियम 4 के उप-नियम (2) के साथ पठित रबर अधिनियम, 1947 (1947 का 24) की धारा 4 की उपधारा (3) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा तमिल नाडु (मद्रास) सरकार की सिफारिश पर, मुख्य वनपाल, मद्रास श्री के० ए० मोजा शटी, आई० एफ० एस० को, श्री टी० जयदेव आई० एफ० एस० के स्थान पर, 8 सितम्बर, 1970 से रबर बोर्ड, कोट्टायम के सदस्य के रूप में नियुक्त करती है।

[सं० 15(4) प्लांट (बी)/70]

एन० एन० मल्हन, उप निदेशक

New Delhi, the 29th December 1970

S. O. 321.—In pursuance of rule 7 of the Export of Pesticides and their formulation (Inspection) Rules, 1970, the Central Government hereby appoints the persons mentioned in column (2) of the Table below as the panel of experts for the purpose of hearing appeals under the said rules against the decision of the Inspection Agencies carrying out inspection in the area mentioned in the corresponding entry in column (1) thereof:

Provided that when a member of any of the said panel is personally interested in the subject matter of any appeal he shall not take part in the proceedings relating to that appeal.

THE TABLE

Authority against whose decision appeal lies	Persons constituting the panel of experts to which appeal lies
(1)	(2)
I. Inspection agencies carrying out inspection in the areas covered by the States/Union territories of Assam, Bihar, Nagaland, Orissa, West Bengal, Meghalaya, Manipur, Tripura, The Andaman & Nicobar Islands and Part-B Tribal areas of Assam.	<p>(1) Director (Ex-officio) Central Food Laboratory, 3 Kyd Street, Calcutta-16.— <i>Chairman</i></p> <p>(2) Shri S. P. Kapoor, Imkemex India Limited, 18 Strand Road, Calcutta-1.</p> <p>(3) Shri S. K. Nandi, Factory Superintendent, M/s. Tata Fison Industries Ltd., Factory — 20, Howrah Road, Salkia, Howrah.</p> <p>(4) Deputy Director (Export Promotion) (Ex-officio) Office of the Joint Chief Controller of Imports & Exports, 4, Esplanade East Calcutta-1.</p> <p>(5) Deputy Director (Chemicals) (Ex-officio), National Test House, 11/1, Judge's Court Road, Alipore, Calcutta-27.</p> <p>(6) Deputy Director (Ex-officio), Export Inspection Agency, 14/1B Ezra Street, Calcutta-1.— <i>Convener</i></p>
II. Inspection Agencies carrying out inspection in the areas covered by the States/Union Territories of Gujarat, Maharashtra, Dadra and Nagar Haveli, Goa, Daman & Diu.	<p>(1) Dr. R. C. Amin, Managing Director, Therapeutics Chemical Research Corporation, 95, Moreland Road, Byculla, Bombay-8. — <i>Chairman</i></p> <p>(2) Shri M. L. Advani, Chief Chemist, M/s. Tata Fison Industries Ltd., 21, Ravelin Street, Bombay-1.</p> <p>(3) Shri R.R. Pandit, Chief Chemist, All India Medical Corporation, 185 Princess Street, Bombay-2.</p> <p>(4) Shri N. F. Desai, Quality Control Incharge for Pesticide & Chemicals Section, M/s. Sandoz (India) Ltd., Sandoz House, Dr. Annie Besant Road, Worli, Bombay-18.</p> <p>(5) Shri A. N. Ramesh, Manager, Export Fumigation Division, Pest Control (India) Pvt. Ltd., Yusuf Building, Mahatma Gandhi Road Bombay-1.</p>

I

2

-
- (6) Assistant Director (Chemical) (Ex-officio)
National Test House,
Gautam Building,
Zakaria BDR Road,
Bombay-16.
- (7) Deputy Director (Ex-Officio),
Export Inspection Agency,
Mani Mahal, 11/21 Mathew Road,
Bombay-1 — *Convener*
- III. Inspection Agencies carrying out inspection in the areas covered by the States/Union Territories of Haryana, Jammu & Kashmir, Madhya Pradesh, Punjab, Rajasthan, Uttar Pradesh, Delhi, Chandigarh and Himachal Pradesh,
- (1) Dr. P. K. Narayanaswamy,
Managing Director,
Hindusthan Insecticides Ltd.,
C-255, Defence Colony,
New Delhi-3. — *Chairman*
- (2) Dr. P. R. Mehta,
General Secretary,
Pesticides Association of India,
A-1 Lajpat Nagar-III,
New Delhi-24.
- (3) Dr. S. Pradhar,
Head of the Division of Entomology
Indian Agricultural Research Inst.,
New Delhi-12.
- (4) Deputy Director (Chemicals),
Small Industries Service Institute,
Okhla, New Delhi.
- (5) Deputy Director (Ex-officio),
Export Inspection Agency,
6-B/9, Northern Extn. Area,
Rajinder Nagar,
New Delhi-5. — *Convener*.
- IV. Inspection Agencies carrying out inspection in the areas covered by the States/Union Territories of Andhra Pradesh, Kerala, Madras, Mysore and the Laccadive, Minicoy and Amindivi Islands.
- (1) Dr. B.R. Pai, Head of the Department of Chemistry,
Presidency College, triplicane,
Madras-5. — *Chairman*
- (2) Shri D. N. Jhunjhunwallah,
Managing Director,
Messrs. Geo Industries & Insecticides Pvt. Ltd.
Kaladipet, Tiruvattur,
Madras-19.
- (3) Shri V. Rabindranath,
Managing Director,
M/s. Mysore Insecticides Co. Pvt. Ltd.,
6, Linghi Cheerty Street,
Madras-1.
- (4) The Branch Manager (Ex-officio),
State Trading Corporation of India,
Pvt., Ltd., 123, Mount Road,
Madras-6.
- (5) Director (Ex-officio),
Chemical Examiner's Laboratory,
South Beach Road,
Mylapore, Madras-4.
- (6) Deputy Director, (Ex-officio),
Export Inspection Agency,
123 Mount Road,
Madras-6. — *Convener*.
-

2. The quorum of the panel shall be three.

नई दिल्ली, 29 दिसम्बर, 1970

का०अ० 321.—ताशि कीटमार और उन के निरूपणों के निर्यात (निरीक्षण) नियम, 1970 के नियम 7 के अनुसरण में केन्द्रीय सरकार, एतद्द्वारा नीचे दी हुई सारणी के स्तम्भ (2) में वर्णित व्यक्तियों को विषयों के पेनल के रूप में सारण के स्तम्भ (1) की तास्थानी प्रविष्टि में वर्णित क्षेत्रों में निरीक्षण करने वाले निर्यात निरीक्षण अभिकरण के विनिश्चय के विरुद्ध उक्त नियमों के अधीन अपीलों की सुनवाई के प्रयोजन के लिए नियुक्त करती है:

परन्तु उक्त पेनलों में से किसी पेनल का कोई सदस्य जब किसी अपील की विषय वस्तु में व्यक्तिगत रूप से हितबद्ध हो तो वह उस अपील से संबंधित कार्यवाहियों में भाग नहीं लेगा ।

सारणी

प्राधिकरण जिसके विनिश्चय के विरुद्ध अपील हो सकती है	विशेषज्ञों का पेनल गठित करने वाले व्यक्ति जिसको अपील की जा सकती है ।
---	--

1

2

- | | |
|---|---|
| 1. असम, बिहार, नागालैण्ड, उड़ीसा, पश्चिमी बंगाल, मणिपुर, त्रिपुरा अन्दमान और निकोबार द्वीपसमूह और असम के भाग—ख जनजाति क्षेत्र के राज्य/संघ राज्य क्षेत्र के अंतर्गत आने वाले क्षेत्रों में निरीक्षण करने वाले निर्यात निरीक्षण अभिकरण । | (1) निदेशक (पदेन) केन्द्रीय खाद्य प्रयोगशाला, 3, किङ स्ट्रीट, कलकत्ता-16— अध्यक्ष
(2) श्री एस० पी० कपूर, इमकेमैक्स इंडिया लिमिटेड, 18, स्टैंड रोड, कलकत्ता-1
(3) श्री एस० के० नन्दी, कारखाना अधीक्षक मैसर्स टाटा पिसन इन्डस्ट्रीज लि०, फैक्टरी-20, हावड़ा रोड, सलकिया, हावड़ा ।
(4) उपनिदेशक (निर्यात बसंधन) (पदेन) आयात और निर्यात के संयुक्त मुख्य नियंत्रक, 4, एस्पलेनेड ईस्ट, कलकत्ता-1
(5) उप निदेशक (रसायन) (पदेन) नेशनल ट्रस्ट हाउस, 11/1 जेस कोर्ट रोड, 3 सी.पु. कलकत्ता-27 ।
(6) उप निदेशक (पदेन) निर्यात निरीक्षण अभिकरण, 14/1, की हजरा स्ट्रीट, कलकत्ता संयुक्त । |
| 2. गुजरात, महाराष्ट्र, दादर और नागर हवेली, गोवाक्षेत्र और बीच के राज्य / संघ राज्य क्षेत्र के अंतर्गत आने वाले क्षेत्रों में निरीक्षण करने निर्यात वाले निरीक्षण अभिकरण । | (1) डा० आर० सी० अमीन, प्रबन्ध निदेशक, थेराप्यूटिक्स केमिकल रिसर्च कारपोरेशन, 95, मोरलैण्ड रोड, वाईकुला, बम्बई-8— अध्यक्ष |

- (2) श्री एम० एल० अडवानी, मुख्य रसायनज्ञ, मेसर्स टाटा पिसन इंडस्ट्रीज लि०, 21, रावेलिन स्ट्रीट, मुम्बई-1
- (3) श्री आर० आर० पंडित, मुख्य रसायनज्ञ आल इंडिया मेडिकल कारपोरेशन, 185, प्रिसेज स्ट्रीट, मुम्बई-2
- (4) श्री एन० एफ० देसाई, नाशिकीटमार और रसायन अनुभाग के क्वालिटी नियंत्रण भार-साधक, मेसर्स सेन्डोज (इंडिया) लि०, सेन्डोज हाउस, डा० एनी बेसेन्ट रोड, वर्ली, मुम्बई-18
- (5) श्री ए० एन० रमेश, प्रबंधक, एक्सपोर्ट प्रमूविगेशन डिविजन, पेस्ट कंट्रोल (इंडिया) प्रा० लि०, युसुफ बिल्डिंग, महात्मा गांधी रोड, मुम्बई-1
- (6) सहायक निदेशक (रसायन)—पदेन

नेशनल ट्रस्ट हाउस, गौतम बिल्डिंग, जकरिया बी डी आर रोड मुम्बई—

- (7) उप निदेशक (परैन), निर्यात निरीक्षण अभिकरण मनी महल, 11/21, सैथ्य रोड मुम्बई-1 संयोजक

3. हरियाणा, जम्मू और कश्मीर, मध्य प्रदेश, पंजाब, राजस्थान, उत्तर प्रदेश, दिल्ली, चंडीगढ़, और हिमाचल प्रदेश के राज्य/संघ राज्य क्षेत्रों के अन्तर्गत आने वाले क्षेत्रों में निरीक्षण करने वाले निर्यात निरीक्षण अभिकरण ।

- (1) डा० पी० के० नारायणस्वामी, प्रबंध निदेशक, हिन्दुस्तान इनसेक्टीसाईड लि०, सी-255, डिफेन्स कोलोनी, नई दिल्ली-3 अध्यक्ष
- (2) डा० पी० आर० आर० मेहता, महा सचिव, पेस्टिसाईड्स एसोशियेशन आफ इंडिया, ए-1, लाजपत नगर, 3, नई दिल्ली-24 ।
- (3) डा० एस० प्रधान, कीट विज्ञान, खण्ड के प्रधान कृषि भारतीय कृषि अनुसंधान संस्थान, नई दिल्ली-12 ।
- (4) उप निदेशक (रसायन), लघु उद्योग सेवा संस्थान, ओखला, नई दिल्ली ।
- (5) उप निदेशक (परैन) निर्यात निरीक्षण अभिकरण, 6-बी/9, नार्दन एक्सटेंशन एरिया, राजेन्द्र नगर, नई दिल्ली-5. संयोजक

1

2

4. आंध्र प्रदेश, केरल, मद्रास, मैसूर और लक्षद्वीप और मिनीकोय और अमीन-दीवी द्वीप समूह के संघ राज्य संघ राज्य क्षेत्र के अन्तर्गत आने वाले क्षेत्रों में भी निरीक्षण करने वाले निर्यात निरीक्षण अभिकरण ।

(1) डा० बी० आर० पर्ई०, रसायन के विभाग के प्रधान, प्रेसिडेंसी कालिज ट्रिपलिकान्त, मद्रास-5 अध्यक्ष

(2) श्री डी० एन० क्षनमुनवाला, प्रबंध निदेशक, मैसर्स ज्यो इंडस्ट्रीज एण्ड इनसेक्टीसाईड्स प्रा० लि०, कलाडिपेट तिरुवनंतपुर, मद्रास-19 ।

(3) श्री बी० रवीन्द्रनाथ, प्रबंध निदेशक, मैसर्स मैसूर इनसेक्टीसाईड्स कं० प्रा० लि०, 6, लिथी चेट्टी स्ट्रीट, मद्रास-1

(4) शाख प्रबंधक (पर्वत) भारत का राज्य व्यापार निगम, प्रा० लि०, 123, माउन्ट रोड मद्रास-6

(5) निदेशक (पर्वत) केमिकल एक्जामिनर्स लेब-रेटरी, साउथ बीच रोड, माइलापोर, मद्रास-4

(6) उप निदेशक (पर्वत), निर्यात निरीक्षण अभिकरण, 123, माउन्ट रोड, मद्रास-6—संयोजक

2. पैनल की गणपूर्ति तीन होगी ।

[सं० 60(14) 69—निर्यात संवर्धन] ।

S.O. 322—In pursuance of rule 13 of the Export of Jute Products (Quality Control & Inspection) Rules, 1970, the Central Government hereby appoints the persons mentioned in column (2) of the table annexed to this notification as the panel of experts for the purpose of hearing appeals under the said rules against the decision of the Export Inspection Agency mentioned in the corresponding entry in column (1) thereof :—

Provided that where a member of any of the said panels is personally interested in the subject matter of any appeal, he shall not take part in the proceedings relating to that appeal.

The quorum of the panel shall be three.

TABLE

Authority against whose decision appeal lies	Persons constituting the panel of experts to which appeal lies
(1)	(2)
1. Export Inspection Agency, Calcutta.	1. Jute Commissioner, 20, British Indian Street, Calcutta-1. Or His nominee.
	<i>Ex-officio</i> Chairman.

(1)

(2)

2. Director,
Jute Technological,
Research Laboratories,
12, Regent Park,
Calcutta-40— *Ex-officio*
3. Director,
Indian Jute Industries,
Research Association,
17, Taratola Road,
Calcutta-53— *Ex-officio*
4. Representative,
Indian Jute Mill's Association.
Royal Exchange,
6, Netaji Subhas Road,
Calcutta-1—
5. Representative,
Calcutta Jute Fabrics Shippers'
Association,
6, Netaji Subhas Road,
Calcutta-1— *Ex-officio*
6. Joint Director,
Export Inspection Council,
"World Trade Centre",
14/1-B, Ezra Street,
7th floor,
Calcutta-1— *Ex-officio*
Convenor,

[No. 60(5)/70-EIEP]

का०आ० 322.—जूट उत्पादों का निर्यात (गुण नियंत्रण और निरीक्षण) नियम, 1970 के नियम 13 के अनुसरण में केन्द्रीय सरकार एतद्वारा, इस अधिसूचना से उपाबद्ध सारणी के स्तंभ (2) में वर्णित व्यक्तियों को उसके स्तंभ (I) में तत्संबंधी प्रविष्टि में वर्णित निर्यात निरीक्षण अभिकरण के विनिश्चय के विरुद्ध उक्त नियमों के अधीन अपीलों की सुनवाई के प्रयोजन के लिए, विशेषज्ञों के पेनल के रूप में नियुक्त करती है :-

परन्तु जहां उक्त पेनल का कोई सदस्य किसी अपील की विषय वस्तु में व्यक्तिगत रूप से हितबद्ध हो वह उस अपील से संबंधित कार्यवाहियों में भाग नहीं लेगा ।

पेनल की गणपूर्ति तीन होगी

सारणी

प्राधिकरण जिसके विनिश्चय के विरुद्ध अपील हो सकती है ।

विशेषज्ञों का पेनल, गठित करने वाले व्यक्ति, जिसको अपील की जा सकती है ।

1. निर्यात निरीक्षण अभिकरण, कलकत्ता

1. जूट आयुक्त, पदेन अध्यक्ष

20, ब्रिटिश इंडियन स्ट्रीट,
कलकत्ता-1

या

उसका नामनिर्देशित

1

2

- 2 निदेशक जूट टेक्नोलोजी रिसर्च लेबोरेटोरीज,
12 रीजेन्ट पार्क, कलकत्ता-40— पदेन
- 3 निदेशक, इंडियन जूट इण्डस्ट्रीज
रिसर्च एशोसिएशन, 17, तारसल्ला रोड,
कलकत्ता-53— पदेन
- 4 प्रतिनिधि इंडियन जूट मिल्स एशोसिएशन
रायल एक्सचेंज,
6, नेताजी सुभाष रोड, कलकत्ता-1
- 5 प्रतिनिधि,
कलकत्ता जूट फैब्रिक्स शिपर्स एशोसिएशन,
6, नेताजी सुभाष रोड, कलकत्ता-1 पदेन
- 6 संयुक्त निदेशक, निर्यात निरीक्षण परिषद्,
'वर्ल्ड ट्रेड सेंटर'
- 14/1बी, एजरा स्ट्रीट, 7वीं मंजिल, कलकत्ता-1—
पदेन संयोजक

[सं० 60(5)/70 ई० आई० ई० पी०]

CORRIGENDUM

New Delhi, the 30th December 1970

S.O. 323.—In the notification of the Government of India in the Ministry of Foreign Trade No. S.O. 2474, dated the 10th July 1970 published in Part II Section 3 Sub-section (ii) of the Gazette of India, against entry (vii) for "Shri K. M. V. Reddy" read "Shri K. M. K. Reddy."

[No. 60(71)/Exp.Insp./68.]

K. C. SEKHARAN. Dy. Director.

शुद्धिपत्र

नई दिल्ली, 30 दिसम्बर, 1970

का० आ० 323—भारत के राजपत्र, भाग 2 खण्ड 3, उपखण्ड (II) में प्रकाशित भारत सरकार के विदेश व्यापार मंत्रालय की अधिसूचना सं० का० आ० 2474 तारीख 10 जुलाई 1970 में प्रविष्टि (VII) के सामने श्री के० एम० वी० रेड्डी के स्थान पर श्री के० एम० के० रेड्डी पढ़ें।

[सं० 60(71)/नि० नि०/68]

के० सी० शेखरण,

उप-निदेशक।

New Delhi, the 5th January 1971

S.O. 324.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cotton Textiles (Control) Order, 1948, namely:—

1. This Order may be called the Cotton Textiles (Control) Amendment Order, 1971.

2. In clause 20 C of the Cotton Textiles (Control) Order, 1948, in sub-clause (2),

(i) for item (a), the following item shall be substituted, namely:—

(a) the need to satisfy the demand for processed cloth from the domestic and export markets”.

(ii) Item (c) shall be omitted.

[No. F.21/20/69-Text-A.]

H. K. BANSAL, Dy. Secy.

नई दिल्ली, 5 जनवरी 1971

का० आ० 324:—आवश्यक वस्तु अधिनियम 1955 (1955 का 10) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सूती वस्त्र (नियंत्रण) आदेश 1948 में और आगे संशोधन करने के लिए निम्नलिखित आदेश बनाती है अर्थात् :—

1 यह आदेश सूती वस्त्र (नियंत्रण) संशोधन आदेश 1970 कहा जा सकेगा।

2 सूती वस्त्र (नियंत्रण) आदेश 1948 के खण्ड 20g में उपखण्ड (2) में,

(i) मद (क) के स्थान पर निम्नलिखित मद प्रतिस्थापित की जाएगी अर्थात् :—

“(क) देशी और निर्यात बाजार से संशोधित कपड़े की मांग को पूरा करने की आवश्यकता;”

(ii) मद (ग) लुप्त कर दी जाएगी।

[सं० 21/20/69--टेक्स० (ए)]

एच० के० बंसल, उप सचिव।

(OFFICE OF THE JOINT CHIEF CONTROLLER OF IMPORTS AND EXPORTS)
(Central Licensing Area)

ORDER

New Delhi, the 2nd November 1970

S.O. 325.—M/s. Esso Chemical Industries, T-3, Industrial Area, Sonapat were granted import licence No. P/S/1614961/C/XX/32/D/29-30, dated 3rd September 1969 for Rs. 7,766 (Rs. Seven thousand, seven hundred and sixty six) on G.C.A. for import of various drugs and medicines during A.M. 70 licensing period. They have applied for issue of duplicate copy of Exchange Control copy of the said licence on the ground that it has been lost/misplaced after having been utilised partly for Rs. 6,983.

2. The applicant have filed an affidavit in support of their contention as required under para 313(2) of the Import Trade Control Hand Book of Rules and Procedure, 1970. I am satisfied that the original Exchange Control copy of the said licence has been lost/misplaced.

3. In exercise of the powers conferred on me under Section 9 (CC) Import (Control) Order, 1955, dated 7th December 1955, I order the cancellation of the original Exchange Control Copy of Import licence No. P/S/1614961, dated 3rd September 1969.

4. The applicant is now being issued a duplicate copy of Exchange Control Purposes Copy of the licence in accordance with the provision of para 302(4) of the Import Trade Control Hand Book of Rules and Procedure, 1970.

[No. P-58(n)/AM-70/AU-HH/CLA.]

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

(केन्द्रीय लाइसेंसिंग क्षेत्र)

आदेश

नई दिल्ली, 2 नवम्बर, 1970

एस० ओ० 325.—सर्वश्री एससो कैमिकल इंडस्ट्रीज, टी-3 इंडस्ट्रियल एरिया, सोनीपत को लाइसेंस अवधि अप्रैल-मार्च-70 के दौरान सामान्य मुद्रा क्षेत्र से विभिन्न स्वापको तथा भेषजों के आयात के लिए

7766 रुपये (सात हजार सात सौ छयासठ रुपये) का आयात लाइसेंस सं० पी/एस/1614961/सी/एक्स एक्स/32/डी/29-30 दिनांक 3-9-69 जारी किया गया था। उन्होंने लाइसेंस की मद्रा विनियम नियन्त्रण प्रति की अनुलिपि जारी करने के लिये इस आधार पर आवेदन किया है कि 6983 रुपये तक उपयोग किए जाने के बाद मद्रा विनियम नियन्त्रण किया है कि प्रति खो गई है/अस्थानस्थ हो गई है।

2 आवेदक ने, आयात व्यापार नियंत्रण नियम तथा क्रियाविधि पुस्तक, 1970 की कंडिका 313(2) में यथा अपेक्षित, अपने तर्क की पद्धति में एक प्राथम्यत्व दाखिल किया है। मैं सतुष्ट हूँ कि उक्त लाइसेंस की मूल मद्रा-विनियम नियंत्रण प्रति खो गई है/अस्थानस्थ हो गई है।

3 आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-55 की धारा 9 (सी सी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं आयात लाइसेंस सं० पी/एस०/1614961, दिनांक 3-9-69 की मूल मद्रा-विनियम नियंत्रण प्रति को रद्द करने का आदेश देता है।

4 अब आवेदक को आयात व्यापार नियंत्रण नियम तथा क्रियाविधि पुस्तक, 1970 की कंडिका 302 (4) की व्यवस्था के अनुसार लाइसेंस की मद्रा-विनियम नियंत्रण संबंधी प्रति की अनुलिपि जारी की जा रही है।

[सं० पी-58 (एन)/ए एम-70/ए यू-एच/एच/सी एल ए]

New Delhi, the 3rd December 1970

S.O. 326.—M/s. Supreme Radios and service Co. 4848, Ansari Road, 24, Darya ganj, Delhi, were granted an Import Licence No. P[S]1611758 C.XX.27/30/D.25/26, dated 5th July, 1968 for the import of permissible components for amplifiers as per para 7 of annexure to public notice No. 168-ITC(PN)]87 dated 16th November, 1967 on General aera for Rs. 13,000 only (Thirteen thousand). They have applied for the issue of duplicate exchange control copy of the licence on the ground that exchange purpose copy of the licence has been misplaced after having been utilised partly for Rs. 6,907 only.

2. The applicant have filed an affidavit on stamped paper in support of their contention as required under para 299(2) read with appendix 8 of the I.T.C. hand book of rules and procedure 1970. I am satisfied that the original exchange control purpose copy of the licence has been misplaced.

3. In exercise of the powers conferred on me under clause 9(CC) imports (control) order, 1955 dated 7th December, 1955 as amended up-to-date, I order cancellation of exchange purpose copy of licence No. P[S]1611758[C.XX.27/30/D] 25-26, dated 5th July, 1968.

4. The applicants case will now be considered for issue of a duplicate exchange purpose copy of the said licence in accordance with para 313(1) of I.T.C. hand book of rules and procedure, 1970.

Dy. Chief Controller of Imports and Exports,

A. L. BHALLA,

Dy. Chief Controller of Imports and Exports.

for Joint Chief Controller of Imports and Exports.

नई दिल्ली, 3 दिसम्बर, 1970

एस० ओ० २२६:—सर्वश्री सुप्रीम रेडियो एंड सर्विस कं० 4848, अन्सारी रोड, 24 दरिया गंज, दिल्ली को सार्वजनिक सूचना 168-आईटीसी(पीएन)/167, दिनांक 16-11-67 के अनुबन्ध की कंडिका 7 के अनुसार सामान्य क्षेत्र से प्रबन्धक यंत्रों के लिए स्वीकृत संघटकों के आयात के लिए 130001- रुपये (तेरह हजार मात्र) का आयात लाइसेंस संख्या पी/एस/1611758/सी/एक्स एक्स/27/30 डी० 25/26

दिनांक 5-7-68 प्रदान किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि मुद्रा विनियमन नियंत्रण प्रति के लिए अनुरोध किया है, इसके लिए यह आधार दिया है कि उक्त लाइसेंस की मुद्रा-विनियमन नियंत्रण प्रति का मात्र 6907 रुपये तक आंशिक प्रयोग करने के पश्चात् गलत स्थान पर रख दी गई है।

2. अपने तर्कों के समर्थन में आवेदक ने आयात व्यापार नियंत्रण नियम तथा कार्य विधि हैडबुक 1970 की परिशिष्ट 8 की कंडिका 299 (2) के अन्तर्गत अपेक्षित शर्तों के अनुसार स्टाम्प कागज पर एक शपथ पत्र जमा किया है। मैं संतुष्ट हूँ कि मूल मुद्रा विनियमन नियंत्रण प्रति गलत स्थान पर रख दी गई है।

3. आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-1955 की उपधारा 9 (सीसी) के अन्तर्गत अदयतन सशोधित प्रदत्त शक्तियों का प्रयोग कर, मैं लाइसेंस संख्या पी/एस/1611758/सी/एक्स एन्स 27. 30/डी/25-26, दिनांक 5-7-68 की मुद्रा विनियमन नियंत्रण प्रति की रद्द करने का आदेश देता हूँ।

4. आयात व्यापार नियंत्रण नियम तथा कार्य विधि हैडबुक 1970 की कंडिका 313(1) के अनुसार आवेदक को उक्त लाइसेंस की अनुलिपि मुद्रा-विनियमन नियंत्रण प्रति जारी करने के मामले पर अब विचार किया जाएगा।

[सं० एफ० ए० 94/एएम० 68/एयू० यूटी० सीएलए]

ए० एल० भल्ला,

उप-मुख्य नियंत्रक, आयात-निर्यात,
कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Joint Chief Controller of Imports and Exports)
(Central Licensing Area)

ORDER

New Delhi, the 3rd December 1970

S.O. 327.—M/s. High Purity Chemicals Private Limited., Delhi were granted an import licence No. P/S/1617215, dated 26th February, 1970 for the import of Raw Material to be imported for the manufacture of fine Chemicals on General Area for Rs. 16,655 (Sixteen thousand six hundred and fifty-five only). They have applied for the issue of duplicate Customs Purpose copy of the licence on the ground that Customs purposes copy of the licence has been misplaced without having been registered with any port and without utilising.

2. The applicant have filed an affidavit on stamped paper in support of their contention as required under para 299(2) read with Appendix 8 of the I. T. C. Hand Book of Rules and Procedure, 1970. I am satisfied that the original customs purpose copy of the licence has been misplaced.

3. In exercise of the powers conferred on me under clause 9(cc) Imports (Control) order, 1955 dated 7th December, 1955 as amended up-to-date, I order cancellation of Customs Purpose copy of licence No. P/S/1617215, dated 26th February, 1970.

4. The applicants case will now be considered for issue of a duplicate Customs Copy of the said licence in accordance with paras 313(1) and (2) of I. T. C. Hand Book of Rules and Procedure, 1970.

[No. F. H-2/NU. AM. 70/AU. UT. CLA.]

A. T. MUKHERJEE,

Dy. Chief Controller of Imports and Exports

मुख्य नियंत्रक, आयात-निर्यात प्रभाग

(कन्दो/लाइसेंसिंग क्षेत्र)

आदेश

नई दिल्ली, 3 दिसम्बर, 1970

एस० ओ० 327-सर्वश्री हार्डिप्युरिटी केमिकल्स प्रा० लि०, दिल्ली को फाइन केमिकल्स के निर्माण करने के लिए सामान्य क्षेत्र से कच्चे माल के आयात के लिए 16,655/- रुपये (सोलह हजार छः सौ पचपन रुपये मात्र) का लाइसेंस संख्या पी/एस/1617215, दिनांक 26-2-70 प्रदान किया गया। उन्होंने उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति जारी करने के लिये आवेदन किया है, इसके लिये यह आधार दिया है कि सीमा-शुल्क कार्य सम्बन्धी प्रति बिना किसी बन्दरगाह से पंजीकृत कराये तथा उपयोग किए गलत स्थान पर रख दी गई है।

2. आवेदक ने अपने तर्क के समर्थन में आयात व्यापार नियंत्रण नियम तथा कार्यविधि हेंड बुक 1970 के परिशिष्ट 8 की कंडिका 299(2) के अन्तर्गत मांगें गए के अनुसार स्टाम्प कागज पर एक शपथ पत्र जमा किया है। मैं इस बात पर संतुष्ट हूं कि मूल सीमा शुल्क कार्य सम्बन्धी प्रति गलत स्थान पर रख दी गई है।

3. आयात (नियंत्रण) आदेश 1955, दिनांक 7-12-1955 की उपधारा 9 (सी सी) के अन्तर्गत संशोधित शक्तियां का प्रयोग कर मैं लाइसेंस संख्या पी/एस/1617215, दिनांक 26-2-70 की सीमा शुल्क कार्य सम्बन्धी प्रति को रद्द करने का निदेश देता हूं।

4. आयात व्यापार नियंत्रण नियम तथा कार्य विधि हेंड बुक, 1970 की कंडिका 313(1) तथा (2) के अनुसार आवेदक को उक्त लाइसेंस की अनुलिपि सीमा शुल्क कार्य प्रति जारी करने के मामले पर अब विचार किया जाएगा।

[सं० एच-2/एन यू० एएम० 70/ए पू० यू टी० सी एल ए]

ए० टी० मुखर्जी,

उप-मुख्य नियंत्रक, आयात-निर्यात

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

New Delhi, the 4th December 1970

S.O. 328.—M/s. Starling Overseas Corporation 12 Hathi Khana, Pul Bargash, Delhi were granted import licences Nos. P/K/2602749 dated 10th December, 1969, P/K/2614982 dated 20th March, 1970, P/K/2602748, dated 10th December, 1969 and P/K/1315382/C, dated 30th May, 1969. They have applied for duplicate copies (Custom purposes copies only) of licences on the ground that the original Custom purposes copies have been lost. It is further stated that the original licences were not registered and not utilised at all.

In support of this contention, the applicant has filed affidavits. I am satisfied that the original custom purposes copies of licences No. P/K/2602749 dated 10th December, 1969, P/K/2614982 dated 20th March, 1970, P/K/2602748, dated 10th December, 1969 and P/K/1315382/C, dated 30th May, 1969 have been lost and direct that the duplicate licences (Customs copies) should be issued to the applicant. The original custom purposes copies of licences are cancelled.

[No. SG.28/Jan. March, 1969/SC.IV/CLA
SG.31/OD.69/SC.IV/CLA
SG.38/JS.69/SC.IV/CLA
SG.40/OD.68/SC.IV/CLA.]

D. S. MORKRIMA,

Dy. Chief Controller of Imports & Exports.

संपु.त मु.य नियंत्रक, आयात-निर्यात का कार्यालय

(केन्द्रीय लाइसेंसिंग क्षेत्र)

रद्द करने का आदेश

नई दिल्ली, 4 दिसम्बर 1970

एस० एम० 328.—सर्वश्री स्टारलिंग मोटरसीज कारपो० 12, हाथी खाना, पुल बंगला, दिल्ली को आयात लाइसेंस संख्याएं पी/के/2602749 दिनांक 10-12-69, पी/के/2614982 दिनांक 20-3-70, पी/के/2602748 दिनांक 10-12-69 तथा पी/के/1315382/सी दिनांक 30-5-69 स्वीकृत किए गए थे। उन्होंने उक्त लाइसेंसों की अनुलिपि प्रतियाँ (सीमा-शुल्क कार्य सम्बंधी प्रतियाँ मात्र) के लिए इस आधार पर अनुरोध किया है कि मूल सीमा-शुल्क कार्य सम्बंधी प्रतियाँ खो गई हैं। उनके द्वारा आगे यह बताया गया है कि मूल लाइसेंसों का बिलकुल प्रयोग नहीं किया गया था और उन्हें पंजीकृत नहीं कराया गया था।

इस तर्क के समर्थन में आवेदक ने शपथ-पत्र जमा किए हैं। मैं संतुष्ट हूँ कि लाइसेंस संख्याएं पी/के/2602749 दिनांक 10-12-69, पी/के/2614982 दिनांक 20-3-70 पी/के/2602748 दिनांक 10-12-69 तथा पी/के/1315382/सी दिनांक 30-5-69 की मूल सीमा-शुल्क कार्य सम्बंधी प्रतियाँ खो गई हैं और निदेश देता हूँ कि आवेदक को अनुलिपि लाइसेंस (सीमा-शुल्क प्रतियाँ) जारी की जाती चाहिए। लाइसेंसों की मूल सीमा-शुल्क कार्य सम्बंधी प्रतियाँ रद्द की जाती हैं।

[स० एस जी 28/जन०मार्च, 1969/एस सी 4/सीएलए

,, 31/अप्रैल 69/एस सी 4/सीएलए

,, 38/जुलै 69/एस सी/सीएलए

,, 40/अप्रैल 68/एस सी 4 सीएलए]

दलीप सिंह मोरनीमा,

उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 9th December 1970

S.O. 329.—M/s. Lion Pencils Pvt. Ltd., 95, Murrine Drive, Bombay-2 were granted licences Nos. P/D/2174553 dated 29th August, 1970 from U.K. Loan for import of Raw Material and components valued at Rs. 12,350 and (2) P/D/2174554, dated 29th August, 1970 from G. C. Area for import of Raw material & Components valued at Rs. 30,000. They have requested for the issue of duplicate copies of these licences on the ground that the original Exchange Control copies have been lost by them. It has been further reported by the licensee that the licences were lost without being utilised or registered with customs.

2. In support of their contention the applicant have filed an affidavit. The undersigned is satisfied that the original Exchange Control Copies of these licences Nos. P/D/2174553 & P/D/2174554, dated 29th August, 1970 have been lost and directs that duplicate Exchange Control Copies of the said licences should be issued to them. The original Exchange Control Copies are being cancelled.

[No. FP/4-B/69-70/RM-I.]

G. D. BEHL,

Dy. Chief Controller of Imports & Exports.

मुख्य नियंत्रक आयात-निर्यात का कार्यालय

आदेश

नई दिल्ली, 9 दिसम्बर 1970

एस० नो० 329.—सर्वश्री लायन पैन्सिल प्रा० लि० 95 मेरीन ड्राइव बम्बई -2 को यू०के० ऋण से कच्चे माल तथा संघटकों के आयात के लिए 12,350 रु० का आयात लाइसेंस सं० पी/डी/2174553 दिनांक 29-8-70 तथा सामान्य मुद्रा क्षेत्र से कच्चे माल तथा संघटकों के आयात के लिए 30,000 रु० का आयात लाइसेंस संख्या पी/डी/2174544 दिनांक 29-8-70 प्रदान किए गए थे। उन्होंने उक्त लाइसेंस की अनुलिपि प्रतियां जारी करने के लिए इस आधार पर अनुरोध किया है कि उनके द्वारा मूल मुद्रा विनिमय नियंत्रण प्रतियां खो गई हैं।

2. अपने तर्कों के समर्थन में आवेदक ने एक शपथ-पत्र जमा किया है। अधोहस्ताक्षरी इससे संतुष्ट हैं कि लाइसेंस सं० पी/डी/2174553 तथा पी/डी/2174554 दिनांक 29-8-70 की मूल मुद्रा विनिमय नियंत्रण प्रतियां खो गई हैं और निवेश देता हूं कि उन्हें उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रतियां जारी की जानी चाहिए। मूल-मुद्रा-विनिमय नियंत्रण प्रतियों रद्द की जाती हैं।

[संख्या आर०/4-बी/69-70/आर एम-1]

जी० डी० बहल,

उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 28th December 1970

S.O. 330.—M/s. The State Trading Corporation of India Limited, New Delhi were granted Licence No. G/T/2384519, dated 1st September, 1970 (valid upto 28th February, 1971) from U. K. under U. K. India Food Emergency Loan of £ 7.5 Million dated 11th February, 1966 for the import "FAME" Agricultural High Carbon Discs 24" valued Rs. 1,61,821/- (Quantity—4700 Discs). They have requested for the issue of duplicate Exchange Control Purposes copy of the licence on the ground that the original Exchange Control Purposes copy of the licence has been lost by them. It has been further reported by the Licensee that the licence has not been utilised.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that the original Exchange Control purposes copy of the licence No. G/T/2384519, dated 1st September, 1970 has been lost and directs that a duplicate Exchange Control purposes copy of the said licence should be issued to them. The original Exchange Control purposes copy is cancelled.

The duplicate Exchange Control purpose copy of the licence is being issued separately.

[No. STC/Misc-214-226/70-71/RM Cell.]

SARDUL SINGH,

Dy. Chief Controller of Imports and Exports.

मुख्य नियंत्रक, आयात-निर्यात का कार्यालय

आदेश

नई दिल्ली 29 दिसम्बर, 1970

एस० नो० 330.—सर्वश्री राज्य व्यापार निगम, भारत, नई दिल्ली को यू०के० से 70,50,000/- पाँड, दिनांक 11-2-1966 के यू०के० भारत खाद्यान्न आयात ऋण के अन्तर्गत 1,61,821 (कुल संख्या 4700 डिस्क) रुपये मूल्य के "फेम" एग्रीकल्चरल हाई कार्बन डिस्क 24"

के आयात के लिए लाइसेंस संख्या जी०/टी/ 2384519, दिनांक 1-9-1970 (28-2-1971 तक वैध) जारी किया गया था। उन्होंने इस आधार पर लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण सम्बन्धी प्रति के लिए आवेदन किया है कि लाइसेंस की मुद्रा विनिमय नियंत्रण सम्बन्धी प्रति उनके द्वारा खो गई है। लाइसेंसधारी द्वारा प्राप्ति यह बताया गया है कि लाइसेंस का उपयोग नहीं किया गया है।

अपने तर्क के समर्थन में आवेदक ने एक शपथ-पत्र जमा किया है। अधोहस्ताक्षरी इससे संतुष्ट है कि लाइसेंस संख्या जी०/टी/ 2384519, दिनांक 1-9-1970 की मूल मुद्रा विनिमय नियंत्रण सम्बन्धी प्रति खो गई है और आदेश देता है कि उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण सम्बन्धी प्रति उन्हें जारी की जानी चाहिए। मूल मुद्रा विनिमय नियंत्रण सम्बन्धी प्रति रद्द की जाती है।

लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण सम्बन्धी प्रति अलग से जारी की जा रही है।

[संख्या एस टी सी/विविध-214-226/70-71/आर.एम. सैल]

सरदूल सिंह,

उप-मुख्य नियंत्रक, आयात-निर्यात।

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 29th December 1970

S.O. 331.—In exercise of the powers conferred by sub-section (8) of section 63 of the Motor Vehicles Act, 1939 (4 of 1939), the Central Government hereby specifies the amount mentioned in column (2) of the Table below as the amount to be deposited by way of security by every applicant for a permit in respect of the class of vehicles specified in the corresponding entry in column (1) of the said Table and further specifies that the amount of security shall be paid in cash:—

TABLE

Class of vehicle	Amount of security
(1)	(2)
(1) Tourist Motor Cab	.. Rs. 500.00
(2) Sightseeing Tourist Bus/Mini-bus	.. Rs. 1000.00
(3) Tourist Coach/Omnibus	.. Rs. 1500.00

2. This notification shall come into force on the date of its publication in the Official Gazette.

[No. 39-TAG(8)/70.]

K. C. JOSHI, Dy. Secy.

पोल परिवहन तथा परिवहन मन्त्रालय

(परिवहन पक्ष)

नयी दिल्ली, 29 दिसम्बर, 1970

एस० ओ० 331.—मोटर गाड़ी अधिनियम, 1939 (1939 का 4) की धारा 63 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार एतद्द्वारा नीचे की सारणी के स्तम्भ

(2) में वर्णित रकम को ऐसी रकम के रूप में विनिर्दिष्ट करती है जो उक्त सारणी के स्तम्भ (1) में की तत्स्थानी प्रविष्टि में विनिर्दिष्ट गाड़ी के वर्ग की बाबत अनुज्ञा पत्र के लिये प्रत्येक आवेदक द्वारा प्रतिभूति के रूप में निक्षिप्त की जानी है और यह और विनिर्दिष्ट करती है कि प्रतिभूति की रकम नकद की जायेगी :—

सारणी

गाड़ी वर्ग	प्रतिभूति की रकम
1	2
1—पर्यटक मोटर केब	500.00 रुपये
2—सैर सपाटा पर्यटक बस, मिनीबस	1000.00 रुपये
3—पर्यटक कोच / आम्नी बस	1500.00 रुपये
2—यह अधिसूचना शासकीय राजपत्र में अपने प्रकाशन की तारीख को प्रवृत्त होगी ।	

[सं० 39-टी०ए० जी (8)/70]

कृष्ण चन्द्र जोशी, उप-सचिव ।

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 30th December 1970

S.O. 332.—In pursuance of clause (a) of Sub-Section (1) of Section 283 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby declares that the Government of the Kingdom of Cambodia has accepted the Safety Convention as defined in clause (37) of section 3 of the said Act, that is to say, the Convention for the Safety of Life at Sea, signed in London on the Seventeenth day of June, Nineteen Hundred and Sixty, as amended from time to time.

[No. F. 46-MA(1)/70.]

P. L. GUPTA, Under Secy.

(परिवहन पक्ष)

(व्यापारिक पोतपरिवहन)

नई दिल्ली, 30 दिसम्बर, 1970

क्रा० आ० 332.—व्यापार पोत अधिनियम (1958 का 44) की धारा 283 की उपधारा (1) के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद् द्वारा घोषित करती है कि कंबोडिया राज्य सरकार ने उक्त अधिनियम की धारा 3 के खंड (37) में यथा परिभाषित सुरक्षा करार को अर्थात् संघन में जून उन्नीस सौ साठ के सत्तरहवें दिन को हस्ताक्षरित समुद्र में जीवन सुरक्षा करार, समय समय पर यथा संशोधित, को स्वीकार कर लिया है ।

[सं० एफ० 46 एम० ए० (1)/70]

प्यारे लाल गुप्त, अवर सचिव ।

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND CO-OPERATION

(Department of Agriculture)

New Delhi, the 31st December, 1970

S.O. 333.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby extends the date specified for the purpose of inviting objections and suggestions on the draft of the Jute Grading and Marking Rules, 1970, published with the notification of the Government of India in the Ministry of Food, Agriculture, Community Development and Cooperation (Department of Agriculture) No. S.O. 1213, dated the 16th March, 1970, from the 14th April, 1970 to the 15th February 1971.

Any objections or suggestions which may be received from any person with respect to the said draft rules on or before the 15th February, 1971 will be considered by the Central Government.

[No. F.13-10/70-C&M.]

K. RAJAN, Under Secy.

खाद्य, कृषि, सामुदायिक विकास और सहकारिता मंत्रालय

(कृषि विभाग)

नई दिल्ली, 31 दिसम्बर, 1970

एस० प्रो० 333.—कृषि-उपज (श्रेणीकरण और चिह्नन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा जूट श्रेणीकरण और चिह्नन नियम, 1970 के प्रारूप पर जो भारत सरकार के खाद्य, कृषि, सामुदायिक विकास और सहकारिता मंत्रालय (कृषि विभाग) की अधिसूचना सं० का० प्रा० 1213 तारीख 16 मार्च, 1970 के माध्यम से प्रकाशित हुआ था, अज्ञेय और सुझाव आमंत्रित करने के प्रयोजन के लिए विनिर्दिष्ट तारीख को 14 अप्रैल, 1970 से बढ़ाकर 15-2-1971 करती है।

उक्त प्रारूप नियमों के बावजूद किसी व्यक्ति से 15-2-1971 को या उससे पूर्व जो आशय और सुझाव प्राप्त होंगे उन पर केन्द्रीय सरकार द्वारा विचार किया जाएगा।

[सं० 13-10/70-भू० प्र०]

के० राजन, अवसर सचिव।

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Petroleum)

New Delhi, the 19th December 1970

S.O. 334.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 150 to G. G. S. IV in village Dharmasana in Mehsana District in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by Sub-Section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

3. Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura

Road, near Central Workshop, Baroda-4, in the office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda, and further every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For Laying Pipeline from well No. 150 KAA to GGS IV

State—Gujarat

Taluka—Kalol

Dist.—Mehsana

Village	Block No.	Hector	Are.	P. Are.
Dhamasana	721	0	2	80
"	720 Part	0	92	00
"	720 Part	0	2	93
"	719 Part	0	4	88
"	719 Part	0	4	64
"	718	0	9	16
"	728	0	0	50
"	716	0	3	54
"	715	0	9	70
"	701	0	6	83
"	700	0	6	71
"	731	0	10	01
"	696	0	1	10
"	V.P. Cart Track	0	0	82
"	801	0	5	00
"	803	0	17	32
"	804	0	1	22
"	771	0	9	33
"	810	0	5	37
"	762	0	8	30
"	812	0	4	52
"	827	0	2	32
"	768	0	16	35
"	765	0	2	07
"	833	0	8	91
"	834	0	13	05
"	V.P. Cart Track	0	0	61
"	881	0	7	35

[No. 20(3)/67-IOC/Lab. & Legis.]

पेट्रोलियम तथा रसायन और खान तथा घातु मन्त्रालय (पेट्रोलियम विभाग)

नई दिल्ली, 19 दिसम्बर, 1970

का० आ० 334.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात के राज्य में मेहसाना जिला में घमासाना में कुम्भा संख्या 150 से जी जी एस IV तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है :

2. अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार ने उस में उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

3 बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, ————— तेल तथा प्राकृतिक गैस आयोग, निर्माण और देख-भाल प्रभाग, मकरपुरा रोड, बरोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

4 और भाग ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

कुआं संख्या 150 के ए ए से जी जी एस IV तक पाइपलाइन बिछाने हेतु

राज्य : गुजरात

तालुका : कलोल

जिला : मेहसाना

गांव	ब्लाक संख्या	हैक्टर	आर	पी आर
भमासाना	721	0	2	80
	720 भाग	0	92	00
	720 भाग	0	2	93
	719 भाग	0	4	88
	719 भाग	0	4	64
	718	0	9	16
	728	0	0	50
	716	0	3	54
	715	0	9	70
	701	0	6	83
	700	0	6	71
	731	0	10	01
	696	0	1	10
	वी पी कार्टे ट्रैक	0	0	82
	801	0	3	00
	803	0	17	32
	804	0	1	22
	771	0	9	33
	810	0	5	37
	762	0	8	30
	812	0	4	52
	827	0	2	32
	768	0	16	35
	765	0	2	07
	833	0	8	91
	834	0	13	95
	वी पी कार्टे ट्रैक	0	0	61
	881	0	7	35

New Delhi, the 29th December 1970

S.O. 335.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines & Metals (Department of Petroleum) S.O. No. 2568 dated 17th July, 1970 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas, the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, further, whereas, the Central Government has, after considering the said report, decided to acquire the Right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

For Laying Pipeline from D.S. SBF to Sobhasana—I(GGS)

State : Gujarat		Distt : Mehsana		Taluka : Mehsana	
Village	Block No.	Hectare	Age	P. Arc	
PUNASAN . . .	232	0	1	08	
	Cart track	0	2	00	
	231	0	8	58	
	142	0	7	44	
	143	0	13	05	
	144	0	9	61	
	Cart track	0	1	00	
	181	0	7	08	
	145	0	8	52	
	137	0	1	01	
	138	0	7	08	
	135	0	7	81	
	134	0	5	25	
	128	0	20	23	
	127	0	13	65	
	117	0	1	1	
	116	0	1	83	
	115	0	2	99	
	114	0	7	81	
HEBUVA . . .	95	0	2	02	
	96	0	23	27	
	98	0	11	13	
	106	0	6	07	
	80	0	6	07	
	81	0	9	11	
	79	0	10	12	
	Cart track	0	2	00	
	223	0	12	14	
	225	0	3	04	

नई दिल्ली, 29 दिसम्बर, 1970

फा० आ० 335.—यतः पेट्रोलियम पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम तथा रसायन और खान तथा धातु मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 2568 तारीख 17-7-70 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और, आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बंधकों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

डी० एस० एस० बी० एफ से सोभासन 1 (जी० जी० एस०) तक पाइप लाइन बिछाने हेतु
राज्य — गुजरात जिला — मेहसाना तालुका—मेहसाना

गांव	ब्लाक संख्या	हेक्टर	आर	पी आर
1	2	3	4	5
पुनासन :	232	0	1	08
	कार्ट ट्रैक	0	2	00
	231	0	8	58
	142	0	7	44
	143	0	13	05
	144	0	9	61
	कार्ट ट्रैक	0	1	00
	181	0	7	08
	145	0	8	52
	137	0	1	01
	136	0	7	08

1	2	3	4	5
	135	0	7	81
	134	0	5	25
	126	0	20	23
	127	0	13	65
	117	0	1	01
	116	0	1	83
	115	0	2	99
	114	0	7	81
हेबुवा	95	0	2	02
	96	0	23	27
	98	0	11	13
	106	0	6	07
	80	0	6	07
	81	0	9	11
	79	0	10	12
	काटे ट्रैक	0	2	00
	226	0	12	14
	225	0	3	04

[सं० 11(1)/70-लेबर एण्ड लेजिस]

New Delhi, the 5th January 1971

S.O. 336.—Whereas a petroleum pipeline for the transport of crude oil from the C.T.F. at Nawagam to the Gujarat Refinery at Koyali is laid in the same R.O.U. as acquired for the Product Pipeline from Koyali to Ahmedabad in the State of Gujarat.

And whereas the Oil and Natural Gas Commission has terminated the operation referred to in the clause (i) of the sub-section (1) of Section 7 of the said Act on 12th May, 1970 for the first sector of the line viz. from Nawagam to Koyali.

Now therefore, under Rule 4 of the Petroleum Pipeline Rules 1963, the Competent Authority hereby notifies to the said date as the date of termination of operations for laying the said line in the said land.

[No. 11(1)/69-Lab&Legis.]

नई दिल्ली, 5 जनवरी, 1971

का० आ० 336.—यतः नवागांव में सी० टी० एफ० से, कोयाली में गुजरात शोधनशाला तक कच्चे तेल के परिवहन के लिए एक पेट्रोलियम पाइप लाइन उसी आर० आ० यू० में बिछायी गई है, जिसका अर्जन राज्य गुजरात में कोयाली से अहमदाबाद तक उत्पाद पाइप लाइन के लिए किया गया था।

और यतः तेल और प्राकृतिक गैस आयोग ने, लाइन के [पहले क्षेत्र (अर्थात् नवागांव से कोयाली तक) के लिए, 12-5-1970 को उक्त अधिनियम की धारा 7 की उपधारा]

(1) के खण्ड (1) में निर्दिष्ट संप्रक्रिया को पर्यवसित कर दिया है। अब, यतः उक्त भूमि में उक्त लाइन बिछाने के लिए, पेट्रोलियम पाइप लाइन नियमावली 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तारीख को उपर निर्दिष्ट संप्रक्रिया के पर्यवसान के रूप में एतद्द्वारा अधिसूचित करता है।

[संख्या 11(1)/69-लेबर एण्ड लेजिस]

S.O. 337.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of the Section 6 of Petroleum Pipelines (Acquisition of right of user in land) Act, 1962 the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from drill site No. 102 to G.G.S. III in Kalol oil field in Gujarat State.

And whereas the Oil and Natural Gas Commission has terminated the operations referred to in the clause (1) of the sub-section (1) of Section 7 of the said Act on 19th July, 1969.

Now therefore, under rule 4 of the Petroleum Pipelines (Acquisition of right of user in land) Rules 1963, the Competent Authority hereby notifies the said date as the date of termination of operations referred to above.

SCHEDULE

Termination of Operation of Pipelines in Kalol oil Field in Respect of
Pipe-Line from D. S. No. 102 to G. G. S. III

Name of Ministry	Village	S.O. No	Final noti- fication published in gazette	Date of ter- mination of operation
Petroleum & Chemicals	Chhatral Ambavapura Bileshwarpura	1793	23-5-70	19-7-1969

[No. 11(1)/69-Lab&Legis.]

का० आ० 337.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम पाइप लाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा गुजरात राज्य के कलोल तेल क्षेत्र में व्यघन स्थल संख्या 102 से जी जी एस III तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः तेल और प्राकृतिक गैस आयोग ने 19-7-1969 को उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निर्दिष्ट संप्रक्रिया को पर्यवसित कर दिया है।

अब, अतः पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) नियमावली 1963, के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तारीख को, निर्दिष्ट संप्रक्रिया के पर्यवसान के रूप में एतद्द्वारा अधिसूचना सूचित करता है।

अनुसूची

व्यघन स्थल संख्या 102 से जी जी एस III तक पाइपलाइन के बारे में कलोल तेल क्षेत्र में पाइप-लाइन की संप्रक्रिया का पर्यवसान

मंत्रालय का नाम	गाँव	कानूनी आदेश संख्या	राजपत्र में प्रकाशित अन्तिम अधिसूचना	संप्रक्रिया के पर्यवसान की तारीख
पेट्रोलियम तथा रसायन	छत्तराल अम्बवपुर बिलेश्वरपुर	1793	23-5-70	19-7-1969

[संख्या 11 (1)/69-लेबर एण्ड लेजिस]

S.O. 338.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of the Section 6 of Petroleum Pipelines (Acquisition of right of user in land) Act, 1962 the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from well No. 92 (KHE) to G.G.S. I in Kalol Oil Field in Gujarat State.

And whereas the Oil and Natural Gas Commission has terminated the operation referred to in clause (i) of the sub-section (1) of Section 7 of the said Act on 28th November, 1969.

Now therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules 1963, the competent Authority hereby notifies the said date as the date of termination of operations referred to above.

Termination of Operation of Pipeline in Kalol Oil Field in Respect
of Pipeline

From well No. 92 (KHE) to G.G.S.—I

Name of Ministry	Village	S.O. No.	Final notification published in gazette	Date of termination operation
Petroleum & Chemicals	Sertha	1795	23-5-1970	28-11-1969

[No. 11(1)/69-Lab&Legis.]

M. V. S. PRASADA RAU, Under Secy.

क्र० प्र० 338.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम पाइप लाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा गुजरात राज्य के कलोल तेल क्षेत्र में कुप्र संख्या 92 (के एच ई) से जी जी एस-1 तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः तेल और प्राकृतिक गैस आयोग ने 28-11-69 को उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निर्दिष्ट संक्रिया को पर्यवसित कर दिया है।

अब, अतः पेट्रोलियम पाइप लाइन (भूमि में उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तारीख को ऊपर निर्दिष्ट संक्रिया के पर्यवसान के रूप में एतद्वारा अधिसूचित करता है।

अनुसूची

कुप्र संख्या 92 (के एच ई) से जी जी एस-1 तक पाइपलाइन के बारे में कलोल तेल क्षेत्र में पाइपलाइन की संक्रिया का पर्यवसान

मंत्रालय का नाम	गांव	कानूनी आदेश संख्या	राजपत्र में प्रकाशित अन्तिम अधिसूचना	संक्रिया के पर्यवसान की तारीख
पेट्रोलियम तथा रसायन	सेरथा	1795	23-5-1970	28-11-1969

[संख्या 11(1)/69-लेबर एण्ड लेजिस]

म० वे० शिव प्रसाद राव, अव्वर सचिव।

(Department of Petroleum and Chemicals)

RESOLUTION

New Delhi, the 2nd January 1971

S.O. 339.—Shri R. Jayaraman, member of the Bureau of Industrial Costs and Prices is appointed as member of the Working Group constituted under this Ministry's Resolution No. S.O. 3004, dated 11th September, 1970, published in Part II, Section 3, Sub-Section (ii) of the Gazette of India Extraordinary, dated the 11th September, 1970.

ORDER

Ordered that this Resolution be communicated to all the State Governments, the several Ministries of Government of India, Prime Minister's Secretariat, Cabinet Secretariat, Parliament Secretariat, the Private and Military Secretaries to the President, the Planning Commission, the Directorate General of Technical Development, the Comptroller and Auditor General of India, the Accountant General, Commerce Works and Miscellaneous.

Ordered also that this Resolution be published in the Gazette of India for general information.

[No. 17(10)/70-CH.III.]

M. RAMAKRISHNAYIA, Jt. Secy.

(पेट्रोलियम तथा रसायन विभाग)

संकल्प

नई दिल्ली, 2 जनवरी, 1971

क्रा० प्रा० 339.—इण्डस्ट्रियल कास्टस एण्ड प्राइसिज ब्यूरो के सदस्य, श्री आर० जयरामन को, इस मंत्रालय के संकल्प संख्या कानूनी आदेश 3004, तारीख 11 सितम्बर, 1970, जिसका भारत के राजपत्र प्रसाधारण, तारीख 11 सितम्बर, 1970 के भाग-2, खण्ड-3, उपखण्ड (ii) में प्रकाशन हुआ था, के अन्तर्गत गठित कार्यकारी दल के सदस्य के रूप में नियुक्त किया जाता है।

आदेश

आदेश दिया जाता है कि इस संकल्प की प्रति सारी राज्य सरकारों, भारत सरकार के कई मंत्रालयों, प्रधान मंत्री का सचिवालय, कैबिनेट सचिवालय, राष्ट्रपति के निजी सचिव तथा सैन्य सचिव, योजना आयोग, तकनीकी विकास के महानिदेशालय, भारत के नियंत्रक तथा महालेखा परीक्षक, वाणिज्य, निर्माण एवं विविध के महालेखाकार को भेजी जाए।

यह भी आदेश दिया जाता है कि इस संकल्प की प्रति आम सूचना के लिए भारतीय राजपत्र में प्रकाशित की जाए।

[सं०/17(10)/70-सी एच-III]

एम० रामाकृष्णय्या, संयुक्त सचिव।

(Department of Mines & Metals)

New Delhi, the 24th December 1970

S.O. 340.—In exercise of the powers conferred by sub-section 2 of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (Act 20 of 1957) the Central Government hereby directs that the whole time Tribunal consisting of Shri Ram Sewak Agarwal, Retired District and Sessions Judge, Bilaspur constituted under the notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals S.O. 2111, dated the 3rd June, 1970 shall determine the amount of compensation payable and make payment in the cases mentioned in the Schedule annexed hereto relating to acquisition of lands and rights in or over lands in Madhya Pradesh, Maharashtra

and Orissa which were pending or disposed of before the Tribunal constituted under the notification of the Government of India in the late Ministry of Steel Mines and Metals No. S.O. 1165, dated 23rd March, 1967 (published in the Gazette of India on the 8th April, 1967).

SCHEDULE TO NOTIFICATION

I. Pending cases before the Ranchi Tribunal Transferred to Bilaspur Tribunal.

Sl. No.	Case No.	Name of the Parties	Surface Right	Mining Right
1	2	3	4	5
<i>Sirwara (Maharashtra Area)</i>				
1	Ref. 28/66	Sri Krishna Vankatesh Sane	S. Right	
2	Ref. 29/66	Sri Pandu Rang	"	
3	Ref. 30/66	Sri Rambhu	"	
4	Ref. 31/66	Sri Bhau Rao & Ors	"	
5	Ref. 32/66	Sri Moreshwar	"	
6	Ref. 33/66	Sri Lakshman Rau	"	
7	Ref. 34/66	Srhi Chandra Sekhar	"	
8	Ref. 35/66	Sri Ramhau	"	
<i>Madhya Pradesh</i>				
9	Ref. 65/67	Mathura Pd. Ors. . . .	"	
10	Ref. 66/67	Khageshwar Singh	"	
11	Ref. 67/67	Fanesh & Ors. . . .	"	
12	Ref. 68/67	Bundeswar & Ors. . . .	"	
13	Ref. 69/67	Fanesh & Ors. . . .	"	
14	Ref. 70/67	Sonsai	"	
15	Ref. 71/67	Babulal	"	
16	Ref. 72/67	Budeshwar & Ors. . . .	"	
17	Ref. 73/67	Most. Sukhmati Bai	"	
18	Ref. 74/67	Sewak Ram	"	
19	Ref. 75/67	Mohiuddin	"	
20	Ref. 76/67	Takhat	"	
21	Ref. 38/66	M/s. Jharkhand Ltd. . . .	"	Mining Right
22	Ref. 1/68	Shri Shankar Jaiswal	"	
23	Ref. 2/68	Shri Sundar Lal	"	
24	Ref. 3/68	Shri Rangu Ghore	"	
25	Ref. 4/68	Shri Khuman Singh	"	
26	Ref. 17/68	Smt. Naniki Bai & Ors. . . .	"	
27	Ref. 13/68	Smt. Rajkuwar & Ors. . . .	"	
<i>Orissa</i>				
28	Ref. 77/67	Shri Baji Nayak & Ors. . . .	"	

II. Disposed of cases by Ranchi Tribunal Transferred to Bilaspur Tribunal.

S. No.	Case No.	Parties	Date of disposal	Remarks
1	2	3	4	5
<i>Orissa</i>				
1	1/63	Govt. of India Vs. Deraba Sahu and Others . .	9-5-1963	
2	2/63	Govt. of India Vs. Jayakrishna Dhar and Others .	5-12-1963	
3	3/63	Govt. of India Vs. Bawari Nayak and Others . .	4-10-1963	
4	4/63	Govt. of India Vs. Kapileshwar Pradhan & Others .	4-10-1963	
5	5/63	Govt. of India Vs. Bansidhar and Others . .	4-12-1961	

Total cases 5 only.

1	2	3	4
<i>Madhya Pradesh</i>			
1 1/64	Govt. of India Vs. Sandeoram etc.	.	20-2-1965
2 2/64	Govt. of India Vs. Somru and others.	.	Do.
3 3/64	Govt. of India Vs. Isha Bai & Others	.	17-6-1965
4 5/64	Govt. of India Vs. Abdul Hamid & Others	.	Do.
5 6/64	Govt. of India Vs. Dadnu Ram & Others	.	Do.
6 7/64	Govt. of India Vs. Jagu and Others	.	Do.
7 8/64	Govt. of India Vs. Dhahiram & Others	.	Do.
8 9/64	Govt. of India Vs. Bhuneshwar & Others	.	Do.
9 10/64	Govt. of India Vs. Brijbhushan & others	.	Do.
10 11/64	Govt. of India Vs. Mohan & Others	.	Do.
11 12/64	Govt. of India Vs. A. Razaque	.	28-4-1965
12 13/64	Sheonarayan Vs. Govt. of India	.	17-2-1966
13 14/64	Shyam Lal Vs. Govt. of India	.	M.A. 147/68 } Record Do. } sent in M.
			M.A. 145/68 } appeal to I&C Jabalpur.
14 15/64	Govt. of India Vs. Ganiram & Others	.	13-1-1966
15 16/64	Govt. of India Vs. Kolhwa & Others	.	16-2-1966
16 17/64	Govt. of India Vs. Moharsai & Others	.	Do.
17 18/64	Govt. of India Vs. Sukhram & Others	.	13-1-1966
18 19/64	Govt. of India Vs. Likhiram & Others	.	24-11-1965
19 20/64	Govt. of India Vs. Fira & Others	.	16-2-1966
20 21/64	Govt. of India Vs. Maniram and Others	.	Do.
21 22/64	Govt. of India Vs. Ratan Singh & Others	.	Do.
22 23/64	Govt. of India Vs. Andha & Others	.	15-1-1966
23 24/64	Govt. of India Vs. Sheopasad Singh & Others	.	16-2-1966
24 25/64	Govt. of India Vs. Mayamati & Others	.	Do.
25 26/64	Govt. of India Vs. Narsingh & Others	.	Do.
26 27/64	Govt. of India Vs. Horil and Others	.	Do.
27 28/64	Govt. of India Vs. Gularam & Others	.	24-11-1965
28 29/64	Govt. of India Vs. Ramcharan & Others	.	16-2-1966
29 30/64	Govt. of India Vs. Charan Singh & Others	.	Do.
30 31/64	Govt. of India Vs. Chhedu & Others	.	27-1-1966

1	2	3	4	5
31	32/64	Govt. of India Vs. Dhanowa & Others	.	26-2-1966
32	33/64	Govt. of India Vs. Most Somarin & Others	.	Do.
33	34/64	Govt. of India Vs. Jagat Singh & Others	.	27-1-1966
34	35/64	Govt. of India Vs. Amardas & Others	.	Do.
35	36/64	Govt. of India Vs. Bhudhwar Singh & Others	.	26-2-1966
36	37/65	Govt. of India Vs. Sukhiran & Others	.	27-1-1966
37	38/64	Govt. of India Vs. Ankur & Others	.	26-2-1966
38	40/64	Govt. of India Vs. Firangi & Others	.	Do.
39	41/64	Govt. of India Vs. Govind & Others	.	Do.
40	42/64	Govt. of India Vs. Mukut & Others	.	Do.
41	43/64	Govt. of India Vs. Kuniram & Others	.	27-1-1966
42	44/64	Govt. of India Vs. Nanuwa & Others	.	26-2-1966
43	45/64	Govt. of India Vs. Sonsai & Others	.	16-6-1966
44	46/64	Govt. of India Vs. Dasru & Others	.	Do.
45	47/64	Govt. of India Vs. Lachuman & Others	.	Do.
46	48/64	Govt. of India Vs. Neparam & Others	.	Do.
47	49/64	Govt. of India Vs. Maniram & Others	.	Do.
48	50/64	Govt. of India Vs. Fira and Others	.	Do.
49	51/64	Govt. of India Vs. Tikayat & Others	.	24-11-1966
50	52/64	Govt. of India Vs. Moharsai & Others	.	16-2-1966
51	53/64	Government of India Vs. Jailal & Others	.	24-11-1965
52	54/64	Govt. of India Vs. Kolhwa & Others	.	16-2-1966
53	55/64	Govt. of India Vs. Mayaram & Others	.	Do.
54	56/64	Govt. of India Vs. Motiram & Others	.	Do.
55	57/64	Govt. of India Vs. Noparam & Others	.	Do.
56	58/64	Govt. of India Vs. Dharamsingh & Others	.	15-1-1966
57	59/64	Govt. of India Vs. Phulbhai & Others	.	22-2-1966
58	60/64	Govt. of India Vs. Chamra & Others	.	Do.
59	61/64	Govt. of India Vs. Guria Bai & Others	.	22-2-1966
60	62/64	Govt. of India Vs. Dhuhwa & Others	.	Do.
61	63/64	Govt. of India Vs. Baisakhu & Others	.	Do.
62	64/64	Govt. of India Vs. Sonu & Others	.	Do.
63	65/64	Govt. of India Vs. Pirtin and Others	.	Do.

1	2	3	4	5
64.	66/64	Govt. of India Vs. Sonagari & Others		22-2-1966
65.	67/64	Govt. of India Vs. Dauwa & Others		Do.
66.	68/64	Govt. of India Vs. Channmukhan & Others		Do.
67.	69/64	Govt. of India Vs. Ratiram & Others		Do.
68.	70/64	Govt. of India Vs. Bisahu & Others		Do.
69.	71/64	Govt. of India Vs. Jankuwan & Others		Do.
70.	72/64	Govt. of India Vs. Kanhaya & Others		Do.
71.	73/64	Govt. of India Vs. Ludru & Others		Do.
72.	74/64	Govt. of India Vs. Dulazabji & Others		Do.
73.	75/64	Govt. of India Vs. Gasi Ram & Others		Do.
74.	76/64	Govt. of India Vs. Manharan & Others		Do.
75.	77/64	Govt. of India Vs. Kondaram & Others		Do.
76.	78/64	Govt. of India Vs. Tula and Others		Do.
77.	79/64	Govt. of India Vs. Anandram & Others		Do.
78.	80/64	Govt. of India Vs. Sahasram & Others		Do.
79.	81/64	Govt. of India Vs. Munu & Others		26-2-1966
80.	82/64	Govt. of India Vs. Horil and Others		22-2-1966
81.	83/64	Govt. of India Vs. Sobha & Others		Do.
82.	84/64	Govt. of India Vs. Jugul Singh & Others		Do.
83.	85/64	Govt. of India Vs. Jagat Singh & Others		26-2-1966
84.	86/64	Govt. of India Vs. Sashiram & Others		Do.
85.	87/64	Govt. of India Vs. Moharu & Others		Do.
86.	88/64	Govt. of India Vs. Dhuha & Others		24-1-1965
87.	89/64	Govt. of India Vs. Most. Firtin & Others		27-1-1966
88.	90/64	Govt. of India Vs. Nago & Others		26-2-1966
89.	91/64	Govt. of India Vs. Ramsundar & Others		Do.
90.	92/64	Govt. of India Vs. Most. Powara & Others		22-11-1965
91.	93/64	Govt. of India Vs. Most. Mulmul & Others		Dp.
92.	94/64	Govt. of India Vs. Budhwara & Others		Do.
93.	95/64	Govt. of India Vs. Desi Ram & Others		Do.
94.	96/64	Govt. of India Vs. Bhukhin & Others		Do.
95.	97/64	Govt. of India Vs. Budhwara & Others		Do.
96.	98/64	Govt. of India Vs. Fekhu Lal & Others		Do.
97.	99/64	Govt. of India Vs. Budga & Others		26-2-1966
98.	100/64	Govt. of India Vs. Fulo alias Phool Bai & Others		Do.
99.	101/64	Govt. of India Vs. Tikayat & Others		22-11-1965
100.	102/64	Govt. of India Vs. Most Gurbani & Others		26-2-1966
101.	103/64	Govt. of India Vs. Ramsahi & Others		Dp
102.	104/64	Govt. of India Vs. Puniram & Others		26-2-1966
103.	105/64	Govt. of India Vs. Shoobux & Others		Do.
104.	106/64	Govt. of India Vs. Balbhadra & Others		Do.
105.	108/64	Govt. of India Vs. Ghasiram & Others		Do.
106.	109/64	Govt. of India Vs. Duku & Others		Do.
107.	110/64	Govt. of India Vs. Khuku & Others		Do.
108.	111/64	Govt. of India Vs. Mangal Das & Others		Do.
109.	112/64	Govt. of India Vs. Awadhram & Others		Do.
110.	113/64	Govt. of India Vs. Sukalu & Others		27-1-1966
111.	114/64	Govt. of India Vs. Bisahu & Others		26-2-1966
112.	115/64	Govt. of India Vs. Jagit Singh & Others		Do.
113.	116/64	Govt. of India Vs. Ram Singh & Others		Do.
114.	117/64	Govt. of India Vs. Hira & Others		Do.
115.	118/64	Govt. of India Vs. Peyarelal & Others		Do.
116.	119/64	Govt. of India Vs. Thunuram & Others		Do.

I	2	3	4
117.	120/64	Govt. of India Vs. Chitkuwar & Others	26-2-1966
118.	121/64	Govt. of India Vs. Nehar Singh & Others	Do.
119.	122/64	Govt. of India Vs. Indro & Others	Do.
120.	125/64	Govt. of India Vs. Baran & Others	Do.
121.	126/64	Govt. of India Vs. Charan & Others	Do.
122.	127/64	Govt. of India Vs. Gada & Others	Do.
123.	128/64	Govt. of India Vs. Jadu & Others	Do.
124.	129/64	Govt. of India Vs. Bati & Others	Do.
125.	131/64	Govt. of India Vs. Lachhiram & Others	Do.
126.	132/64	Govt. of India Vs. Phulsai & Others	Do.
127.	133/64	Govt. of India Vs. Jaimangal	26-2-1966
128.	134/64	Govt. of India Vs. Jaidha & Others	Do.
129.	135/64	Govt. of India Vs. Manharan & Others	22-2-1966
130.	136/64	Govt. of India Vs. Baisakhu & Others	Do.
131.	137/64	Govt. of India Vs. Ramnath & Others	15-1-1966
132.	138/64	Govt. of India Vs. Dharam Sai	24-11-1965
133.	139/64	Govt. of India Vs. Munu & Others	Do.
134.	140/64	Govt. of India Vs. Rati Ram & Others	22-2-1966
135.	141/64	Govt. of India Vs. Sahasram & Others	Do.
136.	142/64	Govt. of India Vs. Dularabai & Others	Do.
137.	143/64	Govt. of India Vs. Lundru & Others	Do.
138.	144/64	Govt. of India Vs. Kenda & Others	Do.
139.	145/64	Govt. of India Vs. Bihanu & Others	26-2-1966
140.	146/64	Govt. of India Vs. Munku & Others	27-1-1966
141.	147/64	Govt. of India Vs. Jailal & Others	15-1-1966
142.	148/64	Govt. of India Vs. Lachuman & Others	16-2-1966
143.	39/66	Govt. of India Vs. M/s. Indra Singh & Sons (P) Ltd., (Indra Singh & Sons).	M.R.

[No. F.63-5(4)/70.]

(खान तथा धातु विभाग)

नई दिल्ली, 24 दिसम्बर, 1970

का० आ० 3400.—कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 14 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निदेश देती है कि वङ्ग राज्याल्लिङ्ग अधिकरण जो श्री राम मेवक अग्रवाल, सेवा निवृत्त जिला तथा सत्र न्यायाधीश, बिलासपुर को सम्मिलित कर, भारत सरकार के पेट्रोलियम तथा रसायन और धातु मंत्रालय की अधिसूचना सं० का० आ० 2111, तारीख 3 जून, 1970 के अधीन गठित किया था, संशोधन प्रतिष्ठान की राशि का निर्धारण करेगा और भूमियों के अर्जन और अधिकारों से सम्बन्धित इससे उपपन्न अनुसूची में वर्णित मामलों में अथवा मध्य-प्रदेश, महाराष्ट्र और उड़ीसा की भूमियों के उन मामलों में संदाय करेगा जो (भारत के राजपत्र में तारीख 8 अप्रैल, 1967 को प्रकाशित) भारत सरकार के भूतत्पूर्व इस्पात, खान, तथा धातु मंत्रालय की अधिसूचना सं० का० आ० 1156, तारीख 23 मार्च, 1967 के अधीन गठित अधिकरण के पूर्व लम्बित थे या जिनका निपटना हो चुका था।

अभिसूचना की अनसूची

रांची अधिकरण के समक्ष लम्बित बिलासपुर अधिकरण को अन्तर्गत सामने

क्रम संख्या	मामला संख्या	दल का नाम	सतह अधिकार	खनन अधिकार
-------------	--------------	-----------	------------	------------

सिलेवाड़ा (महाराष्ट्र क्षेत्र)

1	निर्देश 28/66	श्री कृष्ण वेंकटेश साने	सतह अधिकार	
2	निर्देश 29/66	श्री पांडुरंग	"	
3	निर्देश 30/66	श्री माऊ रामनू	"	
4	निर्देश 31/66	श्री भाऊराव और अन्य ।	"	
5	निर्देश 32/66	श्री मोरेश्वर	"	
6	निर्देश 33/66	श्री लक्ष्मण राऊ	"	
7	निर्देश 34/66	श्री चन्द्र शेखर	"	
8	निर्देश 35/66	श्री राम भाऊ	"	

सध्य प्रदेश

9	निर्देश 65/67	मथुरा प्रसाद अन्य ।	"	
10	निर्देश 66/67	खागेश्वर सिंह	"	
11	निर्देश 67/67	फनेश और अन्य ।	"	
12	निर्देश 68/67	बुद्धेश्वर और अन्य ।	"	
13	निर्देश 69/67	फनेश और अन्य	"	
14	निर्देश 70/67	सोनसाई	"	
15	निर्देश 71/67	बाबू लाल	"	
16	निर्देश 72/67	बुद्धेश्वर और अन्य ।	"	
17	निर्देश 73/67	श्रीमती सुखमती बाई	"	
18	निर्देश 74/67	सेवक राम	"	
19	निर्देश 75/67	मोईयूदीन	"	
20	निर्देश 76/67	तख्त	"	
21	निर्देश 38/66	मैसर्स भाखण्ड लि०	"	
22	निर्देश 1/68	शिवशंकर जयसवाल	"	
23	निर्देश 2/68	श्री सुन्दर लाल	"	
24	निर्देश 3/68	श्री रंगू घोरे	"	
25	निर्देश 4/68	श्री खुमान सिंह	"	
26	निर्देश 17/68	श्रीमती नानिकी बाई और अन्य ।	"	
27	निर्देश 18/68	श्रीमती राजकुंवर और अन्य ।	"	

जड़ीसा

28	निर्देश 77/67	श्री बाजी नायक और अन्य ।	"	
----	---------------	--------------------------	---	--

II.—रांची अधिकरण द्वारा निषट्टाये गये बिलासपुर अधिकरण को अन्तरित मामले

क्रम संख्या	मामला संख्या	दल	निषट्टान की तारीख	टिप्पणियां
1	2	3	4	5
उड़ीसा				
1	1/63	भारत सरकार बनाम बराबा सहाय और अन्य	9-5-63	
2	2/63	भारत सरकार बनाम जयकृष्ण धर और अन्य	5-12-63	
3	3/63	भारत सरकार बनाम बाहुरी नायक और अन्य	4-10-63	
4	4/63	भारत सरकार बनाम कपिलेश्वर प्रधान और अन्य	यथोक्त 4-12-63	
5	5/63	भारत सरकार बनाम बंशीधर और अन्य		

कुल मामले केवल 5

भय प्रदेश

1	1/64	भारत सरकार बनाम सांदोराम आदि	20-2-65	
2	2/64	भारत सरकार बनाम सोमूर और अन्य	यथोक्त	
3	3/64	भारत सरकार बनाम ईशा बाई और अन्य	17-6-65	
4	5/64	भारत सरकार बनाम अब्दुल हमीद और अन्य	यथोक्त 17-6-65	
5	6/64	भारत सरकार बनाम दादनी सब और अन्य	यथोक्त	
6	7/64	भारत सरकार बनाम जगू और अन्य	यथोक्त	
	8/64	भारत सरकार बनाम धाही राम और अन्य	यथोक्त	
	9/64	भारत सरकार बनाम भूनेश्वर और अन्य	यथोक्त	
9	10/64	भारत सरकार बनाम अजि भूषण और अन्य	यथोक्त	
10	11/64	भारत सरकार बनाम मोहन और अन्य	यथोक्त	
11	12/64	भारत सरकार बनाम व० रज्जाक्यूए	28-4-1965	

1	2	3	4	5
12	13/64	शिवनारायण बनाम भारत सरकार	17-2-66 एम० ए०	लेख मंत्रालय को भजा उच्च न्याया- लय जबलपुर को अपील ।
13	14/64	प्रियाम लाल बनाम भारत सरकार	147/68 अति- यथोक्त एम० ए० 145/68	
14	15/64	भारत सरकार बनाम गानी राम और अन्य	13-1-1966	
15	16/64	भारत सरकार बनाम कोलहवा और अन्य	16-2-1966	
16	17/64	भारत सरकार बनाम मोहूर साई और अन्य	यथोक्त	
17	18/64	भारत सरकार बनाम सुखराम और अन्य	6-1-1966	
18	19/64	भारत सरकार बनाम लिखीराम और अन्य	24-11-1965	
19	20/64	भारत सरकार बनाम फायरा और अन्य	16-2-1966	
20	21/64	भारत सरकार बनाम धनीराम और अन्य	यथोक्त	
21	22/64	भारत सरकार बनाम रतनसिंह और अन्य	यथोक्त	
22	23/64	भारत सरकार बनाम और अन्य	15-1-1966	
23	24/64	भारत सरकार बनाम शिवप्रसाद सिंह और अन्य	16-2-1966	
24	25/64	भारत सरकार बनाम मायामती और अन्य	यथोक्त	
25	26/64	भारत सरकार बनाम नरसिंह और अन्य	16-2-1966	
26	27/64	भारत सरकार बनाम होरिल और अन्य	यथोक्त	
27	28/64	भारत सरकार बनाम गुलाराम और अन्य	24-11-1965	
28	29/64	भारत सरकार बनाम रामचरण और अन्य	16-2-1966	
29	30/64	भारत सरकार बनाम चरणसिंह और अन्य	यथोक्त	
30	31/64	भारत सरकार बनाम छेवू और अन्य	27-1-1966	

1	2	3	4	5
31	32/64	भारत सरकार बनाम धनोवा और अन्य	26-2-1966	
32	33/64	भारत सरकार बनाम श्रीमती सोमरिन और अन्य	यथोक्त	
33	34/64	भारत सरकार बनाम जगत सिंह और अन्य	27-1-1966	
34	35/64	भारत सरकार बनाम अमरदास और अन्य	यथोक्त	
35	36/64	भारत सरकार बनाम बुद्धवार सिंह और अन्य	26-2-1966	
36	37/64	भारत सरकार बनाम सुखीरन और अन्य	27-1-1966	
37	38/64	भारत सरकार बनाम अकुर और अन्य	26-2-1966	
38	40/64	भारत सरकार बनाम फिरंगी और अन्य	यथोक्त	
39	41/64	भारत सरकार बनाम गोबिन्द और अन्य	26-2-1966	
40	42/64	भारत सरकार बनाम मुक्त और अन्य	यथोक्त	
41	43/64	भारत सरकार बनाम फुंजराम और अन्य	27-1-1966	
42	44/64	भारत सरकार बनाम नुनबा और अन्य	26-2-1966	
43	45/64	भारत सरकार बनाम सोनसाई और अन्य	16-6-1966	
44	46/64	भारत सरकार बनाम दासूर और अन्य	यथोक्त	
45	47/64	भारत सरकार बनाम लछमन और अन्य	यथोक्त	
46	48/64	भारत सरकार बनाम नेपाराम और अन्य	यथोक्त	
47	49/64	भारत सरकार बनाम मनीराम और अन्य	यथोक्त	
48	50/64	भारत सरकार बनाम फायरा और अन्य	यथोक्त	
49	51/64	भारत सरकार बनाम तिकायत और अन्य	24-11-1965	

1	2	3	4	5
50	52/64	भारत सरकार बनाम मोहरसाई और अन्य . . .	16-2-1966	
51	53/64	भारत सरकार बनाम जय लाल और अन्य . . .	24-11-1965	
52	54/64	भारत सरकार बनाम कोलहवा और अन्य . . .	16-2-1966	
53	55/64	भारत सरकार बनाम मायाराम और अन्य . . .	यथोक्त	
54	56/64	भारत सरकार बनाम मोतीराम और अन्य . . .	यथोक्त	
55	57/64	भारत सरकार बनाम नेपाराम और अन्य . . .	यथोक्त	
56	58/64	भारत सरकार बनाम धमसाही और अन्य . . .	15-1-1966	
57	59/64	भारत सरकार बनाम फूलवाई और अन्य . . .	22-2-1966	
58	60/64	भारत सरकार बनाम चायरा और अन्य . . .	यथोक्त	
59	61/64	भारत सरकार बनाम गिरियावाई और अन्य . . .	यथोक्त	
60	62/64	भारत सरकार बनाम दुहवा और और अन्य . . .	यथोक्त	
61	63/64	भारत सरकार बनाम बाईसाखु और अन्य . . .	यथोक्त	
62	64/64	भारत सरकार बनाम सोनु अन्य . . .	यथोक्त	
63	65/64	भारत सरकार बनाम फिरदिन और अन्य . . .	22-2-1966	
64	66/64	भारत सरकार बनाम सोनसाई और अन्य . . .	यथोक्त	
65	67/64	भारत सरकार बनाम दाउवा और अन्य . . .	यथोक्त	
66	68/64	भारत सरकार बनाम जरयूखन और अन्य . . .	यथोक्त	
67	69/64	भारत सरकार बनाम रतिराम और अन्य . . .	यथोक्त	
68	70/64	भारत सरकार बनाम बिसाऊ और अन्य . . .	यथोक्त	

1	2	3	4	5
69	71/64	भारत सरकार बनाम जनकूवन और अन्य . . .	यथोक्त	
70	72/64	भारत सरकार बनाम कन्हैया और अन्य . . .	यथोक्त	
71	73/64	भारत सरकार बनाम लूटूर और अन्य . . .	यथोक्त	
72	74/64	भारत सरकार बनाम दलीराबाई और अन्य . . .	यथोक्त	
73	75/64	भारत सरकार बनाम धासीराम और अन्य . . .	यथोक्त	
74	76/64	भारत सरकार बनाम मनहरन और अन्य . . .	यथोक्त	
75	77/64	भारत सरकार बनाम कोन्दरम और अन्य . . .	यथोक्त	
76	78/64	भारत सरकार बनाम तुला और अन्य . . .	यथोक्त	
77	79/64	भारत सरकार बनाम आनन्द राम और अन्य . . .	22-2-1966	
78	80/64	भारत सरकार बनाम साहसराम और अन्य . . .	यथोक्त	
79	81/64	भारत सरकार बनाम मुझू और अन्य . . .	26-2-1966	
80	82/64	भारत सरकार बनाम होरिल और अन्य . . .	22-2-1966	
81	83/64	भारत सरकार बनाम सोभा और अन्य . . .	यथोक्त	
82	84/64	भारत सरकार बनाम जुगलसिंह और अन्य . . .	यथोक्त	
83	85/64	भारत सरकार बनाम जगतसिंह और अन्य . . .	28-2-1966	
84	86/64	भारत सरकार बनाम सशीराम और अन्य . . .	यथोक्त	
85	87/64	भारत सरकार बनाम मोहम्मद और अन्य . . .	यथोक्त	
86	88/64	भारत सरकार बनाम बूहा और अन्य . . .	24-11-1965	
87	89/64	भारत सरकार बनाम श्रीमती फिरटिन और अन्य . . .	27-1-1966	

1	2	3	4	5
88	90/64	भारत सरकार बनाम नागो और अन्य	26-2-1966	
89	91/64	भारत सरकार बनाम रामसुन्दर और अन्य	यथोक्त	
90	92/64	भारत सरकार बनाम श्रीमती पोवारा और अन्य	2-11-1965	
91	93/64	भारत सरकार बनाम श्रीमती मुलमुली और अन्य	यथोक्त	
92	94/66	भारत सरकार बनाम बुद्धवारा और अन्य	यथोक्त	
93	95/64	भारत सरकार बनाम देसीराम और अन्य	यथोक्त	
94	96/64	भारत सरकार बनाम भखिन और अन्य	यथोक्त	
95	97/64	भारत सरकार बनाम बुद्धवारा और अन्य	यथोक्त	
96	98/64	भारत सरकार बनाम फैखलाल और अन्य	22-11-1965)	
97	99/64	भारत सरकार बनाम बुधरा और अन्य	26-2-1966	
98	100/64	भारत सरकार बनाम फुलो उर्फ फूलवाई और अन्य	यथोक्त	
99	101/64	भारत सरकार बनाम तिकावत और अन्य	22-11-1965	
100	102/64	भारत सरकार बनाम श्रीमती गुरवाई और अन्य	26-2-1966	
101	103/64	भारत सरकार बनाम रामसाही और अन्य	यथोक्त	
102	104/64	भारत सरकार बनाम पनीराम और अन्य	यथोक्त	
103	105/64	भारत सरकार बनाम सिन्धबक्स और अन्य	यथोक्त	
104	106/64	भारत सरकार बनाम बलभद्रा और अन्य	यथोक्त	
105	108/64	भारत सरकार बनाम घासीराम और अन्य	यथोक्त	
106	109/64	भारत सरकार बनाम कुकु और अन्य	यथोक्त	

1	2	3	4	5
107	110/64	भारत सरकार बनाम खुकु और अन्य	26-2-1966	
108	111/64	भारत सरकार बनाम मंगलदास और अन्य	यथोक्त	
109	112/64	भारत सरकार बनाम अश्वधराम और अन्य	यथोक्त	
110	113/64	भारत सरकार बनाम सुकाबू और अन्य	27-1-1966	
111	114/64	भारत सरकार बनाम बिसाहू और अन्य	26-2-1966	
112	115/64	भारत सरकार बनाम जमित सिंह और अन्य	यथोक्त	
113	116/64	भारत सरकार बनाम राम सिंह और अन्य	यथोक्त	
114	117/64	भारत सरकार बनाम हीरा और अन्य	यथोक्त	
115	118/64	भारत सरकार बनाम प्यारलाल और अन्य	यथोक्त	
116	119/64	भारत सरकार बनाम थुनुराम और अन्य	यथोक्त	
117	120/64	भारत सरकार बनाम वितकुवर और अन्य	यथोक्त	
118	121/64	भारत सरकार बनाम मोहर सिंह और अन्य	यथोक्त	
119	122/64	भारत सरकार बनाम इन्द्रो और अन्य	यथोक्त	
120	125/64	भारत सरकार बनाम धरम और अन्य	यथोक्त	
121	126/64	भारत सरकार बनाम धरम और अन्य	यथोक्त	
122	127/64	भारत सरकार बनाम गदा और अन्य	यथोक्त	
123	128/64	भारत सरकार बनाम जाबू और अन्य	यथोक्त	
124	129/64	भारत सरकार बनाम बाती और अन्य	यथोक्त	
125	131/64	भारत सरकार बनाम लच्छी राम और अन्य	यथोक्त	

1	2	3	4	5
126	132/64	भारत सरकार बनाम फूलसाई और अन्य	26-2-1966	
127	133/64	भारत सरकार बनाम जयमंगल	यथोक्त	
128	134/64	भारत सरकार बनाम जयधरा और अन्य	यथोक्त	
129	135/64	भारत सरकार बनाम मनहरन और अन्य	12-2-1966	
130	136/64	भारत सरकार बनाम बाईसाखू और अन्य	यथोक्त	
131	137/64	भारत सरकार बनाम रामनाथ और अन्य	15-1-1966	
132	138/64	भारत सरकार बनाम धर्म साय	24-11-1965	
133	139/64	भारत सरकार बनाम मुष्टु और अन्य	यथोक्त	
134	140/64	भारत सरकार बनाम रति राम और अन्य	22-2-1966	
135	141/64	भारत सरकार बनाम साहसराज और अन्य	यथोक्त	
136	142/64	भारत सरकार बनाम दुलाराबाई और अन्य	यथोक्त	
137	143/64	भारत सरकार बनाम लुन्दरू और अन्य	यथोक्त	
138	144/64	भारत सरकार बनाम केन्दा और अन्य	यथोक्त	
139	145/64	भारत सरकार बनाम विहानू और अन्य	26-2-1966	
140	146/64	भारत सरकार बनाम मुकू और अन्य	27-1-1966	
141	147/64	भारत सरकार बनाम जयलाल और अन्य	15-1-1966	
142	148/64	भारत सरकार बनाम लच्छमन और अन्य	16-2-1966	
143	149/66	भारत सरकार बनाम इन्द्रा सिंह एण्ड संस (प्रा०) लिमिटेड (इन्द्र सिंह एण्ड संस)	एम० आर०	

New Delhi, the 29th December 1970

S.O. 341.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Mines and Metals) S.O. No. 972 dated the 3rd March, 1970, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the rights in the locality specified in the schedule appended to that notification.

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government:

And whereas the Central Government after considering the report and after consulting the Government of Orissa is satisfied that the rights to mine, quarry, bore, dig and search for, win, work and carry away mineral in the lands measuring 110.00 acres (approximately) or 44.55 hectares (approximately) described in schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 110.00 acres (approximately) or 44.55 hectares (approximately) described in the said schedule are hereby acquired.

The plans of the area covered by this notification may be inspected in the Office of the Collector, Dhenkanal (Orissa) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi.

SCHEDULE

HANDIDHUA BLOCK
(Talcher Coalfield) (Orissa)

DRG. No. REV/8/
(Dated 13-5-1970 Showing lands where rights to mine, quarry bore, dig and search for, win, work and carry away minerals are acquired).

'Mining Rights'

Sl. No.	Village	Thana	Thana No.	District	Area
1.	Hensamula	Talcher	—	Dhenkanal	Part.
2.	Longijoda	Talcher	—	Dhenkanal	Part.
3.	Dera	Talcher	—	Dhenkanal	Part.

Total area: 110.00 acres (approximately)
or: 44.55 Hectares (approximately)

Plots Nos. acquired in village Hensamula:

2517(P), 2518(P), 3025(P), 3026(P), 3027, 3028(P), 3231(P), 3270(P), 3272(P), 3273, 3274(P), 3275(P), 3276, 3277 to 3289, 3290(P), 3291(P), 3296(P), 3298(P), 3299, 3300, 3301(P), 3303(P), 3304, 3307(P), 3308 to 3315, 3316(P), 3317, 3318(P), 3319(P), 3320(P), 3322(P), 3323, 3324(P), 3348(P), 3350(P), 3351, 3352, 3353(P), 3354, 3355, 3356(P), 3357(P).

Plot Nos. acquired in village Longijoda :

83(P), 145(P), 147(P), 148(P), 149 to 157, 158(P), 159(P), 165(P), 166(P), 172(P), 173(P), 174, 175(P), 718(P), 719(P), 720(P), 721, 722(P), 723(P), 729(P), 730(P), 749(P), 778(P), 780(P), 781(P), 782(P), 783(P), 789(P), 861(P), 862(P), 863(P), 864 to 885, 886(P), 887(P), 889(P), 890(P), 891(P), 893(P), 894(P), 900(P), 901(P), 902, 903, 904(P), 905 to 913, 914(P), 915 to 919, 920(P), 931 to 935, 936(P), 937 to 940, 941(P), 942(P), 943(P), 947(P), 948(P), 949(P), 950(P), 953(P), 954(P), 955(P), 956(P), 957 to 965, 966(P), 969(P), 970(P), 971, 972(P), 984(P), 985(P), 986 to 992, 993(P), 994(P), 1006(P), 1007, 1008(P), 1011(P), 1012 to 1017, 1018(P), 1019, 1020(P), 1021(P), 1082(P), 1083(P), 1154, 1158, 1168, 1195, 1196, 1197, 1198(P), 1199(P), 1200(P).

Plot Nos. acquired in village Dera:

1(P), 131(P), 243(P).

Boundary Description:

- A-B Line passes through plot Nos. 3270, 3272, 3231, in village Hensamula and meets at point 'B'.
- B-C Line passes through plot Nos. 3231, 3028, 3026, 3025, 3318, 3316, 3319, 3320, 3322, 3324, 3307, along the northern boundary of plot Nos. 3305, through plot Nos. 3303, 3301, 3298, 3296, 3295, 3291, 3350, 3348, 3356, 3357, 3353 in village Hensamula, through plot Nos. 1, 131, 243, in village Dera, through plot Nos. 1198, 83, 950, 948, 947, 948, 943, 942, 941, 953, 954, 956, 955, 973, 970, 968, 966, 920, 914, 984, 985, 994, 993, 1006, 1008, 1011, 1083, 1082 in village Langjoda and meets at point 'C'.
- C-D Line passes through plot Nos. 1082, 1018, 1020, 1021, 863, 862, 861, 783, and 789, in village Langjoda and meets at point 'D'.
- D-A Line passes through plot Nos. 789, 782, 781, 780, 778, 886, 887, 889, 749, 891, 892, 893, 894, 901, 900, 904, 730, 729, 723, 722, 720, 718, 719, 159, 936, 158, 165, 166, 173, 172, 175, 148, 147, 145, 83, 1200, 1199, and 83 in village Langjoda and through plot Nos. 243, 131, 1 in village Dera, through plot Nos. 3353, 3275, 2517, 2518, 3275, 3274, and 3270 in village Hensamula and meets at starting point 'A'.

[No. F. C-3-2(2)/70]

नई दिल्ली 29 दिसम्बर, 1970

का० प्रा० 341. —यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम तथा रसायन और खान तथा धातु मंत्रालय (खान तथा धातु विभाग) की अधिसूचना सं० का० प्रा० 972, तारीख 3 मार्च, 1970 द्वारा केन्द्रीय सरकार ने, उस अधिसूचना से सलग्न अनुसूची में विनिर्दिष्ट पक्षों के अधिकारों को अर्जित करने के अपने आशय की सूचना दी थी;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में अपनी रिपोर्ट केन्द्रीय सरकार को दे दी है;

और यतः सक्षम प्राधिकारी की रिपोर्ट पर विचार करने और उड़ीसा सरकार से परामर्श करने के पश्चात् केन्द्रीय सरकार का समाधान हो गया है कि इसके साथ सलग्न अनुसूची में वर्णित 110.00 एकड़ (लगभग) या 44.55 हेक्टेयर (लगभग) परिमाण की भूमियों में खनिजों के हेतु खनन, खदान, बोर करने, खोदने और उनकी खोज करने, उन्हें प्राप्त करने, उनके लिए कार्य करने और उन्हें ले जाने के अधिकारों को अर्जित किया जाना चाहिए।

अतः अब, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा यह घोषणा करती है कि उक्त अनुसूची में वर्णित 110.00 एकड़ (लगभग) या 44.55 हेक्टेयर (लगभग) परिमाण की भूमियों में खनिजों के हेतु, खनन, खदान, बोर करने, खोदने और उनकी खोज करने, उन्हें प्राप्त करने, उनके लिए कार्य करने और उन्हें ले जाने के अधिकारों को एतद्वारा अर्जित किया जाता है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्रों के रेखांकों का निरीक्षण कलकटर, धनकलला (उड़ीसा) के कार्यालय में, अथवा कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में, अथवा राष्ट्रीय कोयला विकास निगम लिमिटेड (राजस्व अनुभाग), दरभंगा हाउस, रांची के कार्यालय में किया जा सकता है।

अनुसूची
हण्डोषुमा खंड
(तालचेर कोटला ग्राम)
(उड़ीसा)

आइंग सं० राजस्व/8/70

तारीख 13 मई, 1970

(उन भूमियों को वंशित करने वाली जिनमें खनिजों के खनन, खदान, बोर करने खोदने और उनको खोज करने, उन्हें प्राप्त करने, उनके लिए कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए गए हैं)

'खनन अधिकारी'

क्रम सं०	ग्राम	थाना	थाना सं०	जिला	क्षेत्र	टिप्पणियां
1	हंसमुला	तालचेर	—	धेनकनाल		भागतः
2	लंगीजोड़ा	तालचेर	—	धेनकनाल		भागतः
3	डैरा	तालचेर	—	धेनकनाल		भागतः

कुल क्षेत्र : 110.00 एकड़ (लगभग)

या 44.55 हेक्टेयर (लगभग)

हंसमुला ग्राम में अर्जित किए गए प्लॉटों की संख्या :

2517 (पी), 2518(पी), 3025(पी), 3026(पी), 3027, 3028(पी), 3231(पी)
 3270(पी), 3272(पी), 3273, 3274 (पी), 3275(पी), 3276, 3277 से 3289,
 3290 (पी), 3291(पी), 3295(पी), 3296(पी), 3298(पी), 3299, 3300, 3301(पी),
 3303(पी), 3304, 3307(पी), 3308 से 3315, 3316(पी), 3317, 3318(पी), 3319
 (पी), 3320(पी), 3322(पी), 3323, 3324(पी), 3328(पी), 3360(पी), 3351,
 3352, 3353(पी), 3354, 3355, 3356(पी), 3357(पी) ।

लंगीजोड़ा ग्राम में अर्जित किए गए प्लॉटों की संख्या :

83(पी), 145(पी), 147(पी), 148(पी), 149 से 157, 158(पी), 159(पी),
 165(पी), 166 (पी), 172(पी), 173(पी), 174, 175(पी), 718(पी), 719(पी),
 720(पी), 721, 722(पी), 723(पी), 729(पी), 730(पी), 749(पी), 778(पी),
 780(पी), 781(पी), 782(पी), 783(पी), 789(पी), 861(पी), 862(पी), 863(पी),
 864 से 885, 886(पी), 887(पी), 889 (पी), 890, 891(पी), 892(पी), 893(पी),
 894(पी), 900(पी), 901(पी), 902, 903, 904(पी), 905 से 913, 914(पी), 915 से
 919, 920(पी), 921 से 935, 936(पी), 937(पी) से 940, 941(पी), 942(पी), 913
 (पी), 947(पी), 948(पी), 949, 950(पी), 953(पी), 954(पी), 955(पी), 956(पी),
 957 से 965, 966(पी), 968(पी), 970(पी), 971, 972(पी), 984(पी), 985(पी),
 986 से 992, 993(पी), 994(पी), 1006(पी), 1007, 1008(पी), 1011(पी), 1012 से

1017, 1018(पी), 1019, 1020(पी), 1021(पी), 1082(पी), 1083(पी), 1154, 1158, 1168, 1195, 1196, 1197, 1198(पी), 1199(पी), 1200(पी) ।

डेरा ग्राम में अर्जित किए गए प्लॉटों की संख्या ।

1(पी), 131(पी), 243(पी) ।

सीमा वर्णन :

क—ख लाइन हेंसमुला ग्राम में प्लॉट संख्या 3270, 3272, 3231 से होकर गुजरती है और बिन्दु 'ख' पर मिलती है ।

ख—ग लाइन हेंसमुला ग्राम में प्लॉट संख्या 3231, 3028, 3026, 3025, 3318, 3316, 3319, 3320, 3322, 3324, 3307, प्लॉट संख्या 3305 की पूर्वी सीमा के साथ-साथ, प्लॉट संख्याओं 3303, 3301, 3298, 3296, 3295, 3291, 3290, 3350, 3348, 3356, 3357, 3353, से होकर, डेरा ग्राम में प्लॉट संख्या 1, 131, 243, लंगीजोड़ा ग्राम में प्लॉट संख्या 1198, 83, 950, 948 947, 948, 943, 942, 941, 953, 954, 956, 955, 972, 970, 968, 966, 920, 914, 984, 985, 994, 993, 1006, 1008, 1011, 1083, 1082, से होकर गुजरती है और 'ग' बिन्दु पर मिलती है ।

ग—घ . लाइन लंगीजोड़ा ग्राम में प्लॉट संख्या 1082, 1018, 1020, 1021, 863, 862, 861, 783. और 789 से होकर गुजरती है और बिन्दु 'घ' पर मिलती है ।

घ—क . लाइन लंगीजोड़ा ग्राम में प्लॉट संख्या 789, 782, 781, 780, 778, 886, 887, 889, 749, 891, 892, 893, 894, 901, 900, 904, 730, 729, 723, 722, 720, 718, 719, 159, 936, 158, 165, 166, 173, 172, 175, 148, 147, 145, 83, 1200, 1199 और 83 से होकर, डेरा ग्राम में प्लॉट संख्या 243, 131, 1 से होकर, हेंसमुला ग्राम में प्लॉट संख्या 3353, 3275, 2517, 2518, 3275, 3274 और 3270 से होकर गुजरती है और 'क' बिन्दु पर मिलती है ।

[सं० एक० सो 3-2(2)/70]

New Delhi, the 4th January 1971

S.O. 342.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice to its intention to prospect for coal therein.

The plan of the area covered by this Notification can be inspected at the Office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi, or at the Office of the Collector, Sidhi (Madhya Pradesh) or at the Office of the Coal Controller, 1, Coal in House Street, Calcutta.

All persons interested in the lands mentioned in the said schedule shall deliver all maps charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer of the National Coal Development Corporation Limited, Darbhanga House, Ranchi, within 90 days from the date of publication of this Notification.

THE SCHEDULE

(MADHYA PRADESH)

Sub-Block I

DRG. REV/26/70
Dated 23-11-1970.
(Showing lands notified for pros-
pecting).

Sl. No.	Village	Tahsil	Tahsil Number	District	Area	Remarks
1.	Gorbi	Deosar	..	Sidhi		Part.
Total area:: 301.00 acres (approximately) or : 121.99 hectares (approximately).						

Boundary Description:

A-B-C-D-E-F	Lines pass through village Gorbi and meet with the boundary of Gorbi Block, acquired under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 and meet a point 'F'.
F-G	Line passes through village Gorbi (which is the part common boundary of Gorbi block) acquired under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 and meets at point 'G'.
G.H.I	Line passes through village Gorbi and meets at point 'I'.
I-A	Line passes along the part of common boundary of village Gorbi and Madhohi (Matsuli) and meets at starting point 'A'.

Sub-Block

Sl. No.	Village	Tahsil	Tahsil Number	District	Area	Remarks
I.	Naurhla	Deosar	..	Sidhi		Part.
Total area: 238.00 acres (Approximately) or : 96.39 hectares (approximately).						

Boundary Description

J-K	.	.	.	.	Line passes through village Naurhia and meets at point 'K'.
K-L	.	.	.	.	Line passes through village Naurhia and meets at point '6'.
L-M	.	.	.	.	Line passes through village Naurhia and meets at point 'M'.
M-J	.	.	.	.	Line passes through village Naurhia (along with the part Railway boundary) and meets at point 'J'.

Sub-Block III

[illegible]

Boundary Description

- N-O . . . Line passes through villages Gorbi, Naurhia, Fuljhar, again Naurhia, Mehadewa and Kasar and meets at point 'O'.
 O-P . . . Line passes through village Kasar and meets at point 'P'.
 P.Q.R . . . Lines pass through village Kasar, Mahadewa and Naurhia (along with the part Railway boundary) and meets at point 'R'.
 R-S . . . Line passes through village Naurhia (which is the part common boundary of Gorbi Block) acquired under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 and meets at point 'S'.
 S-T . . . Line passes along the part common boundary of villages Fuljhar and Naurhia (which is the part common boundary of Gorbi Block) acquired under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 and meets at point 'T'.
 T-N . . . Line passes through villages Naurhia and Gorbi (which is the part common boundary of Gorbi Block) acquired under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 and meets at point 'N'.

[No. F. C-3-1(17)/70.]

K. SUBRAHMANYAN, Under Secy.

नई दिल्ली, 4 जनवरी, 1971

फा० प्र० 342. --यन् केन्द्रीय सरकार को ऐसा प्रतीत होता है कि हमसे उपाख्य अनुसूची में वर्णित भूमियों में से कोयला अधिप्राप्त होने की संभावना है :

अतः, अब, कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उसमें कोयले के लिये पूर्वोक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखाओं का निरीक्षण, राष्ट्रपति कोयला विकास निगम लिमिटेड (राजस्व विभाग), दरभंगा हाउस, रांची के कार्यालय में, अथवा कलकत्तरज, सिंधी (मध्य प्रदेश) के कार्यालय में अथवा, कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

उक्त अनुसूची में वर्णित भूमियों में हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट समस्त मानवित्त, चार्टर्स और अन्य वस्तुबोज, इस अधिसूचना की प्रकाशन की तारीख से 90 दिन के अन्दर राजस्व आफिसर, राष्ट्रीय कोयला विकास निगम लिमिटेड, दरभंगा हाउस, रांची को परिदत्त करेंगे।

अनुसूची

गोरखी खण्ड—विस्तार

(मध्य प्रदेश)

उपखण्ड—1

डाहंग सं० राज०/26/70

तारीख 23 नवम्बर, 1970

(पूर्वोक्षण के लिए अधिसूचित भूमियों को दर्शित करने वाली)

क्रम सं०	ग्राम	तहसील	तहसील सं०	जिला	क्षेत्र	टिप्पणियां
1	गोरखी	दिओसार	—	सिंधी		भाग

कुलक्षेत्र : 301.00 एकड़ (लगभग)

अथवा : 121.90 हेक्टेयर (लगभग)

सीमा वर्णन

क-ख-ग-घ-ङ-च : लाइन गोरबी ग्राम से होकर गुजरती है और कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(i) के अधीन अर्जित गोरबी खण्ड की सीमा से मिलती है और 'च' बिन्दु पर मिलती है ।

च छ : लाइन गोरबी ग्राम से होकर गुजरती है (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(i) के अधीन अर्जित गोरबी खण्ड की भागत: सामान्य सीमा है) और 'छ' बिन्दु पर मिलती है ।

छ ज झ : लाइन गोरबी ग्राम से होकर गुजरती है और 'झ' बिन्दु पर मिलती है ।

झ क : लाइन गोरबी और मधोली (मतीली) ग्रामों की भागत: सामान्य सीमा से होकर गुजरती है और आरम्भिक बिन्दु 'क' पर मिलती है ।

उपखण्ड—II

क्रम सं०	ग्राम	तहसील	तहसील सं०	जिला	क्षेत्र	टिप्पणियां
1	नौरहिया	दिओसार	—	सिधौ		भाग
कुलक्षेत्र : 238.00 एकड़ (लगभग)						
अथवा : 96.39 हेक्टेयर (लगभग)						

सीमा वर्णन—न :

अ—ट : लाइन नौरहिया ग्राम से होकर गुजरती है और "ट" बिन्दु पर मिलती है ।
 ट—ठ : लाइन नौरहिया ग्राम से होकर गुजरती है और "ठ" बिन्दु पर मिलती है ।
 ठ—ड : लाइन नौरहिया ग्राम से होकर गुजरती है और "ड" बिन्दु पर मिलती है ।
 ड—अ : लाइन नौरहिया ग्राम (रेलवे की भागत: सामान्य सीमा के साथ) से होकर गुजरती है और आरम्भिक बिन्दु 'अ' पर मिलती है ।

उपखण्ड III

क्रम सं०	ग्राम	तहसील	तहसील सं०	जिला	क्षेत्र	टिप्पणियां
1	गोरबी	दिओसार	—	सिधौ	—	भाग
2	नौरहिया	"	—	"	—	"
3	फुलझार	"	—	"	—	"
4	महादेव	"	—	"	—	"
5	कासर	"	—	"	—	"

कुल क्षेत्र : 538.00 एकड़ (लगभग)

अथवा : 217.89 हेक्टेयर (लगभग)

सीमा वर्णन :

- क--ग लाइन गोरबी, नौरहिया, फुलमार, ग्रामों, पुनः नौरहिया, महुदेव और कासर से होकर गुजरती है 'ण' बिन्दु पर मिलती है।
- प--त : लाइन कासर ग्राम से होकर गुजरती है और 'त' बिन्दु मिलती है।
- न--थ--द : लाइन कासर महादेव और नौरहिया ग्रामों से (रेलवे की भागतः सामान्य सीमा के साथ) होकर गुजरती है और 'द' बिन्दु पर मिलती है।
- द--ध : लाइन नौरहिया ग्राम से होकर गुजरती है [जो कोयला बाने क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 9(1) के अधीन अर्जित गोरबी खण्ड की भागतः सामान्य सीमा है] और 'ध' बिन्दु पर मिलती है।
- ध--न : लाइन फुलमार और नौरहिया ग्रामों की भागतः सामान्य सीमा से होकर गुजरती है [जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 9(1) के अधीन अर्जित गोरबी खण्ड की भागतः सामान्य सीमा है] और 'न' बिन्दु पर मिलती है।
- न--ड लाइन नौरहिया और गोरबी ग्रामों से होकर गुजरती है [जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित गोरबी खण्ड की भागतः सामान्य सीमा है] और 'ड' बिन्दु पर मिलती है।

[स० एफ० सी-3-1(17)/70]

क० सुब्रह्मण्यन, अवसर सचिव।

MINISTRY OF INDUSTRIAL DEVELOPMENT AND INTERNAL TRADE

(Department of Internal Trade)

New Delhi, the 4th January 1971

S.O. 343.—In exercise of the powers conferred by section 27 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby exempts from the operation of section 17 of the said Act all non-transferable specific delivery contracts entered into—

- (i) By a cottonseed crusher or his authorised agent for the sale of cottonseed oil produced by crushing cottonseed in his own mills; and
- (ii) by a manufacturer of Vanaspati or his authorised agent for the purchase of cottonseed oil required by him for the manufacture of Vanaspati in his own factory.

[No. F.10(10)-I T./70-III.]

औद्योगिक विकास तथा आंतरिक व्यापार मंत्रालय

(आंतरिक व्यापार विभाग)

नई दिल्ली, 4 जनवरी, 1971

एस० ओ० 343.—अग्रिम संविदा (विनियम) अधिनियम, 1952 (1952 का 72) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा उक्त अधिनियम की धारा 17 के प्रवर्तन से सभी ऐसी अनन्तरणीय विनिर्दिष्ट परिदान संविदाओं को छूट देती है जो—

- (i) किसी बिनाले पेरने वाले या उसकी अपनी मिल में बिनाले की पेराई द्वारा उत्पादित बिनाले के तेल के विक्रय के लिए, उनके प्राधिकृत अभिकर्ता द्वारा; और

- (ji) किसी वनस्पति विनिर्माता या उसके अपने कारखाने में वनस्पति के विनिर्माण के लिए उसके द्वारा अपेक्षित बिनौले के तेल के क्रय के लिए उसके प्राधिकृत अभिकर्ता द्वारा की गई है ।

[सं० फा० 10 (10)-आई टी/70-III]

S.O. 344.—In exercise of the powers conferred by sub-section (1) of section 17 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), as applied to non-transferable specific delivery contracts in respect of cottonseed oil by the notification of the Government of India in the Ministry of Industrial Development and Internal Trade No. 10(10)-I.T./70-I dated the 4th January, 1971, the Central Government hereby declares that no person shall, save with the permission of Central Government enter into any non-transferable specific delivery contracts, for the sale or purchase of cottonseed oil in any place in India.

[No. F.10(10)-I.T./70-II.]

एस० ओ० 344.—अग्रिम संविदा (विनियम), अधिनियम 1952 (1952 का 74) की धारा 17 की उप-धारा (1), जिसी कि वह बिनौले के तेल की बात अनन्तरणीय विनिर्दिष्ट परिदान संविदाओं को भारत सरकार के औद्योगिक विकास आंतरिक व्यापार और कम्पनी कार्य मंत्रालय की अधिसूचना सं० का० आ० तारीख 4 जनवरी 1971 के द्वारा लागू की गई है द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषणा करती है कि कोई भी व्यक्ति केन्द्रीय सरकार की अनुज्ञा के बिना भारत में किसी स्थान में बिनौले के तेल के विक्रय और क्रय के लिए कोई अनन्तरणीय विनिर्दिष्ट परिदान संविदा नहीं करेगा ।

[सं० फा० 10 (10)-आई टी/70-II]

S.O. 345.—Whereas forward contracts in any place in India for the sale and purchase of cottonseed oil have been prohibited under the notification of the Government of India in the late Ministry of Commerce and Industry S.R.O. No. 242 dated the 25th January, 1955.

And whereas the Central Government is of the opinion that in the interest of the trade and in the public interest, it is expedient to regulate and control non-transferable specific delivery contracts in respect of the said commodity in the whole of India.

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 18 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby declares that the provisions of sub-section (1) and (2) of section 17 of the said Act shall apply to non-transferable specific delivery contracts in respect of the aforesaid commodity in the whole of India.

[No. F.10(10)-I.T./70-I.]

S. RAJARAMAN, Dy. Secy.

एस० ओ० 345.—यतः भारत सरकार के भूतपूर्व वाणिज्य और औद्योगिक मंत्रालय की अधिसूचना का० नि० आ० सं० 242 तारीख 25 जनवरी 1955 के अधीन बिनौले के तेल के विक्रय और क्रय के लिए भारत में किसी स्थान में अग्रिम संविदाएं प्रतिषिद्ध की गई हैं;

और यतः केन्द्रीय सरकार की यह राय है कि व्यापार के हित में जनता के हित में यह समीचीन है कि उक्त वस्तु की बाबत संपूर्ण भारत में अनन्तरणीय विनिर्दिष्ट परिदान संविदाओं का विनियमन और नियंत्रण किया जाए ।

अतः, अब, अग्रिम संविदा (विनियम) अधिनियम, 1952 (1952 का 74) की धारा 18 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषणा करती

है कि उक्त वस्तु की बाबत संपूर्ण भारत में अनन्तरणीय विनिर्दिष्ट परिदान संविदाओं पर उक्त अधिनियम की धारा 17 की उपधारा (1) और (2) के उपबन्ध लागू होंगे।

[सं० फा० 10(10)-आई० टी०/70]

एस० राजारमण, उप-सचिव।

(Department of Industrial Development)

ORDER

New Delhi, the 7th January 1971

S.O. 346.—In exercise of the powers conferred by Section 18G of the Industries ((Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following Order further to amend the Scooters (Distribution and Sale) Control Order, 1960, namely:—

1. (1) This Order may be called the Scooters (Distribution and Sale) Control (Amendment) Order, 1971.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. In the Scooters (Distribution and Sale) Control Order, 1960, after clause 10, the following clause shall be inserted, namely:—

"11. Dealer to hand over register, etc. on termination of dealership.—Every dealer whose dealership has been terminated by the manufacturer shall, within 60 days from the date of termination of his dealership, hand over the register, the pass books and other relevant documents to either the new dealer appointed in his place or to the manufacturer who shall, in turn, hand over the said documents to the new dealer."

[No. 9(27)/70-AEI-III.]

R. V. SUBRAMANIAN, Jt. Secy.

(औद्योगिक विकास विभाग)

आदेश

नई दिल्ली, 7 जनवरी 1971

एस० ओ० 346.—उद्योग (विकास तथा विनियमन) अधिनियम 1951 (1951 का 65) की धारा 18छ के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा स्कूटर (वितरण तथा बिक्री) नियंत्रण आदेश 1960 में आगे और संशोधन करने के लिए निम्नलिखित आदेश जारी करती अर्थात् :

1. (1) यह आदेश स्कूटर (वितरण तथा बिक्री) नियंत्रण (संशोधन) आदेश 1971 कहलायेगा।

(2) यह सरकारी राजपत्र में प्रकाशित होने की तिथि से लागू होगा।

2. स्कूटर (वितरण तथा बिक्री) नियंत्रण आदेश 1960 में खण्ड 10 के बाद निम्न-लिखित खण्ड निविष्ट किया जायेगा अर्थात् :—

"डीलरशिप समाप्त होने पर विक्रेता द्वारा प्रजिका आवि वापस करना :—प्रत्येक विक्रेता जिसकी डीलरशिप निर्माता द्वारा समाप्त की जाती है उसकी डीलरशिप समाप्त होने की तिथि से 60 दिनों के अन्दर पंजिका (रजिस्टर) वापस करेगा, पास बुक तथा अन्य संबंधित कागजात या तो उसके स्थान पर नियुक्त किया गया नया विक्रेता अथवा निर्माता उक्त कागजातों को नये विक्रेता को वापस करेगा।"

[सं० 9(27)/70-ए०ई०आई० III]

आर० बी० सुब्रह्मण्यम, संयुक्त सचिव।

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 1st January 1971

S.O. 347.—In partial modification of the then Ministry of Industrial Development, Internal Trade and Company Affairs notification No. S. O. 3096 dated 21 July 1969, published in the Gazette of India Part II, Section 3(ii) dated 2 August 1969, in so far as the marking fee rates for Gin—IS:4100-1967 is concerned and also in supersession of the Ministry of Industrial Development and Internal Trade notification No. S. O. 2863 dated 12 August 1970 published in the Gazette of India, Part II Section 3(ii) dated 29 August 1970, the Indian Standards Institution hereby notifies that marking fees per unit for various products have been revised. The revised rates, details of which are mentioned in the following schedule shall come into force with effect from 16 December 1970:

THE SCHEDULE

Sl. Product/Class of No.	Product	No. and Title of Relevant Indian Standards	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Rum]	IS:3811-1966 Specification for rum.]	100 Litres	(i) Re. 1.00 per unit for the first 1000 units. (ii) Re. 0.50 per unit for the next 5000 units and (iii) Re. 0.30 per unit for 6001st unit and above.
2.	Gin]	IS:4100-1967 Specification for gin.]	100 Litres	(i) Re. 1.00 per unit for the first 1000 units (ii) Re. 0.50 per unit for the next 5000 units and (iii) Re. 0.30 per unit for 6001st unit and above.
3.	Whiskies]	IS:4449-1967 Specification for Whiskies.	100 litres	(i) Re. 1.00 per unit for the first 1000 units. (ii) Re. 0.50 per unit for the next 5000 units, and (iii) Re. 0.30 per unit for 6001st unit and above.
4.	Brandies	IS:4450-1967 Specification for brandies.	100 litres	(i) Re. 1.00 per unit for the first 1000 units. (ii) Re. 0.50 per unit for the next 5000 units, and (iii) Re. 0.30 per unit for 6001st unit and above.

[No. CMD/13: 10]

(औद्योगिक विकास विभाग)

(भारतीय मानक संस्था)

नई दिल्ली, 1 जनवरी, 1971

एस० ओ० 347.—भारत के गजट भाग II खण्ड 3(II) दिनांक 2 अगस्त, 1969 में प्रकाशित जिन-IS : 4100—1967, पर मुहर लगाने की फीस की दरों से सम्बन्धित तत्कालीन औद्योगिक विकास, आंतरिक व्यापार तथा कम्पनी मामलों के मंत्रालय की अधिसूचना सं० एस० ओ० 3096 दिनांक 21 जुलाई 1969 के आंशिक संशोधन के रूप में तथा भारत के गजट भाग II खण्ड 3 (II) दिनांक 29 अगस्त, 1970 में प्रकाशित अधिसूचना सं० एस० ओ० 2863 दिनांक 12 अगस्त, 1970 को निरस्त करते हुए भारतीय मानक संस्था की ओर से अधिसूचित किया जाता है कि तत्सम्बन्धी विभिन्न वस्तुओं पर प्रति इकाई मुहर लगाने की फीस में संशोधन किया गया है । ये संशोधित दरें जिनके व्यौरे नीचे अनुसूची में दिए जा रहे हैं 16 दिसम्बर, 1970 से लागू हो जाएंगी ।

अनुसूची

क्रमांक	उत्पाद/उत्पाद का वर्ग	सम्बद्ध भारतीय मानक पद संख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1.	रस .	IS : 3811—1966 रस की विशिष्ट	100 लीटर	(1) 1000 इकाई तक रु० 1.00 प्रति इकाई (2) अगली 5000 इकाई तक रु० 0.50 प्रति इकाई (3) 6001 ^{वीं} और अगली इकाइयों के लिए रु० 0.30 प्रति इकाई ।

(1)	(2)	(3)	(4)	(5)
2. जिन	.	IS : 4100—1967 जिन की विनिर्दिष्ट 100 लीटर		(1) 1000 इकाई तक रु० 1.00 प्रति इकाई (2) अगली 5000 इकाई तक रु० 0.50 प्रति इकाई । (3) 6001वीं और अगली इकाइयों के लिए रु० 0.30 प्रति इकाई ।
3. द्विस्तिकियाँ	.	IS : 4449—1967 द्विस्तिकियों की विनिर्दिष्ट 100 लीटर		(1) 1000 इकाई तक रु० 1.00 प्रति इकाई । (2) अगली 5000 इकाई तक रु० 0.50 प्रति इकाई । (3) 6001वीं और अगली इकाइयों के लिए रु० 0.30 प्रति इकाई ।
4. ब्रांडियाँ	.	IS : 4450—1967 ब्रांडियों की विनिर्दिष्ट 100 लीटर		(1) 1000 इकाई तक रु० 1.00 प्रति इकाई । (2) अगली 5000 इकाई तक रु० 0.50 प्रति इकाई । (3) 6001वीं और अगली इकाइयों के लिए रु० 0.30 प्रति इकाई ।

[सं० सी एम डी/13:10]

New Delhi, the 4th January 1971

S.O. 348.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products, details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from 17 October 1970.

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1.	(a) Jute hessian (b) Hessian bags	IS: 2818-1964 Specification for jute hessian. IS: 3790-1966 Specification for hessian bags.	One tonne	Rs. 1.50
2.	(a) A-twill jute bags (b) B-twill jute bags (c) Heavy cee jute bags (d) Jute corn sacks (e) B-twill cloth (f) Liverpool twill (L-twill) cloth (g) Jute corn sack cloth (h) Heavy cee cloth (j) Liverpool twill (L-twill) bags.	IS: 1943-1964 Specification for A-twill jute bags. IS: 2566-1965 Specification for B-twill jute bags. IS: 2874-1964 Specification for heavy cee jute bags. IS: 2875-1964 Specification for jute corn sacks. IS: 3667-1966 Specification for B-twill cloth. IS: 3668-1966 Specification for liverpool twill (L-twill) cloth. IS: 3750-1966 Specification for jute corn sack cloth. IS: 3751-1966 Specification for heavy cee cloth. IS: 3794-1966 Specification for liverpool twill (L-twill) bags.		
3.	Jute bagging for wrapping cotton bales.	IS: 4436-1967 Specification for jute bagging for wrapping cotton bales.	One tonne	Rs. 1.00
4.	New jute wool pack	IS: 4856-1968 Specification for new jute wool pack.	One tonne	Rs. 2.00

[No. CMD/13:10]

A. K. Gupta
Deputy Director General.

नई दिल्ली, 4 जनवरी, 1971

एस० ओ० 348.—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955, के विनियम 7 के उपविनियम (3) के अनुसार भारतीय मानक संस्था की ओर से सूचित किया जाता है कि विभिन्न वस्तुओं की प्रति इकाई मुहरांकन फीस जिनके व्योरे नीचे अनुसूची में दिये हैं, निर्धारित की गई है और ये फीसें 17 अक्टूबर 1970 से लागू हो जायेंगी।

अनुसूची

क्रमांक	उत्पाद/उत्पाद का वर्ग	सम्बद्ध भारतीय मानक की पदसंख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1. (क)	पटसन हेसियन	IS : 2818-1964 पटसन हेमियन की विशिष्टि	}	एक मीटरी रु० 1.50 टन
	(ख) हेसियन बोरे	IS : 3790-1966 हेसियन बोरो की विशिष्टि		
2. (घ)	ए-टिवल पटसन बोरे	IS : 1943-1964 ए-टिवल पटसन बोरो की विशिष्टि	}	एक मीटरी रु० 1.00
	(ख) बी-टिवल पटसन बोरे	IS : 2566-1965 बी-टिवल पटसन बोरो की विशिष्टि		
	(ग) भारी-सी पटसन बोरे	IS : 2874-1965 भारी सी पटसन बोरो की विशिष्टि		
	(घ) पटसन के मक्का भरने के बोरे	IS : 2876-1965 पटसन के मक्का भरने के बोरो की विशिष्टि		
	(ङ) बी-टिवल कपड़ा	IS : 3667-1966 बी-टिवल कपड़े की विशिष्टि		
	(च) लिवर पूल टिवल (एल-टिवल) कपड़ा	IS : 3668-1966 लिवरपूल टिवल (एल-टिवल) कपड़े की विशिष्टि		
	(छ) मक्का भरने के बोरे का पटसन कपड़ा	IS : 3750-1966 मक्का भरने के बोरे के पटसन कपड़े की विशिष्टि		
	(ज) भारी-सी कपड़ा	IS : 3751-1966 भारी-सी कपड़े की विशिष्टि		
	(झ) लिवरपूल टिवल (एल-टिवल) बोरे	IS : 3794-1966 लिवरपूल टिवल (एल-टिवल) बोरो की विशिष्टि		

(1)	(2)	(3)	(4)	(5)
3.	सूती गांठ लपेटने के लिए पटसन बैगिंग	IS : 4436-1967 सूती गांठें लपेटने के लिए पट- सन बैगिंग की विशिष्टि	एक मीटरी टन	रु० 1.00
4.	नए पटसन के रेशों की पैक सामग्री	IS : 4856-1968 नए पटसन के रेशों की पैक सामग्री की विशिष्टि,	एक मीटरी टन	रु० 2.00

सं० सी एम की 13:10

ए० के० गुप्ता,
उपमहानिदेशक ।

